

City of Seattle

Request for Proposal

for

Seattle Police Department

Early Intervention System

Specification No. EIS-301

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1 INTRODUCTION

The Seattle Police Department (SPD) seeks to implement an Early Intervention System (EIS) as an element of an effective and supportive law enforcement personnel management program. An essential element of such a program is the early identification of employees who demonstrate potential symptoms of job stress, training deficiencies, or personal problems that affect safety or job performance. If identified for early intervention, various assistance strategies can be tailored to address the specific issues affecting the employee.

Using a two-tiered approach, an Early Intervention System and Program will identify and support employees who demonstrate characteristics that may affect job performance. The first tier will consist of several objective, job-related criteria to identify employees who exhibit certain defined indicators. The second tier will involve a series of steps or actions designed to assist the employee in a positive and supportive way.

It is the ultimate goal of such an EIS program to support the employee's job performance through counseling, training and/or assistance programs that may prevent performance related concerns. As envisioned, the ultimate responsibility for identification and review of employee conduct under this early performance review program will rest with the employee's supervisor.

As envisioned, a fully implemented Early Intervention System will:

1. Include specific criteria to identify employees who exhibit behaviors that may impact performance. For initial implementation, the program will include only sworn employees. Longer range, the program will extend to all employee groups.
2. Provide an intervention process that includes counseling, training and assistance programs that help support successful performance.
3. Support an Early Intervention Review Team (EIRT) that will act as a review body for all early intervention issues.
4. Include a system to automate the early intervention component that is open and accessible to each employee.
5. Include a process for measuring the program's effectiveness.

1.1 Early Intervention System RFP Objectives

The objectives for the SPD-EIS project are to:

(1) Procure an Early intervention system that:

- Most closely meets the specified requirements for SPD, as outlined in Volume Two of this RFP.

- Is flexible enough to grow and change with future SPD technical and functional requirements.
- Provides an appropriate level of availability, security, and reliability.
- Is highly configurable, allowing SPD to meet current and future needs with a minimum of software customization. This should optimize both the ability of the vendor to provide long-term support and the ability of SPD to implement future upgrades and enhancements to the product.
- Provides a high level of user satisfaction.
- Positions SPD to take advantage of technology to improve departmental performance and efficiency.
- Allows easy access to the data for report and query generation without the need for a programming specialist.
- Facilitates bi-directional integration with other applications (such as SPD-RMS)

(2) Enter into a business relationship with a vendor that:

- Can demonstrate the technical and operational acumen to maximize the City's realization of its early intervention goals.
- Has a history of successful implementations of comparable projects.
- Has a long-term commitment to developing early intervention supporting technologies for government customers in the United States.
- Has long-term viability as a company.
- Has qualified and experienced project staff to assign to the City's project for the duration of the entire project.
- Commits to long-term customer support.
- Shows confidence in its ability to successfully complete the work by invoicing only at approved milestones. Invoices shall represent the delivery of products or services that are of value to the City. The City expects that larger payments will be associated with the milestones that occur in the latter stages of the project.
- Has a product enhancement strategy that factors in customer needs and wants, without reliance solely upon software customization.
- Will work with the City to develop a complete Detailed Design Document (DDD) that identifies and addresses current early intervention system requirements. The goal of the DDD is to minimize the need for software customizations and change orders.

The City desires to procure the most appropriate early intervention system within its financial means from a qualified vendor at a firm, fixed price. The City prefers that the final product be founded on an existing application or system which has been thoroughly tested and that has been proven to operate effectively by other similar agencies and customers. Although the City is requesting proposals for a complete system, including hardware, software, and services that

include any and all third-party components and provide all labor, supervision, materials, equipment, tools, supplies and any other items necessary or incidental to design, deliver, install, test and leave software fully operational, the City reserves the right not to acquire all the optional system components and services. The City may also exercise the option to procure third-party components directly (e.g., servers, PC's and monitors).Procurement Processes

The City will use a three-phase procurement process for this acquisition. The first phase of the process is the evaluation of the written proposals and creation of a list of Finalist Vendors. The second phase includes client reference checks, client reference site visits, and a declaration of the Apparent Successful Vendor. The third phase includes development of a Scope of Work (SOW) with the Apparent Successful Vendor, and negotiations to develop a Purchase Contract and a Maintenance Support Contract. As part of the third phase, the City intends to engage the Apparent Successful Vendor in a level of functional and technical design detailed enough to identify and quantify all known risks. This will in turn minimize the risk to both parties in the resultant contract.

The project team has established the following set of objectives for the first phase of the acquisition:

- Obtain firm competitive pricing information in adequate detail to allow cost adjustments as required by project budget constraints.
- Obtain technical and functional system commitments and a management proposal that will form the foundation for the early intervention system design and contract.

Sealed proposals shall be due at the time and place indicated in Table A - Schedule of Events.

The full set of RFP specifications for the Early Intervention System project is contained within the following two volumes:

- **Volume One-General Specifications** This volume includes information regarding the procurement process, the general specification requirements for the management and financial proposals, the City's standard terms and conditions, a description of the proposal evaluation methodology, and background information.
- **Volume Two –Technical and Functional Specifications** This volume contains detailed descriptions of all technical and functional specifications and requirements for the proposed EIS.

For additional information regarding the general RFP requirements, please refer to the following chapters in Volume One-General Specifications:

- Chapter Two provides general administrative instructions and requirements to prepare an RFP response.
- Chapter Three provides management proposal specifications.
- Chapter Four provides financial proposal specifications.

- Chapter Five provides the City’s standard terms and conditions.
- Chapter Six provides an explanation of the proposal evaluation process.

1.4 Mandatory Requirements

All vendors must respond, as directed by the instructions in Section 2 herein, to be considered a valid and responsive offer. This includes submittal within the due date and time stated and proper forms as indicated by Section 2.

2 ADMINISTRATIVE REQUIREMENTS & INFORMATION

2.1 *Objective*

This chapter details the procedures that the City has established for managing and directing the RFP process. The purpose of these procedures is to ensure that the City receives proposals through a fair and competitive process. These procedures are also designed to help vendors receive fair and equitable treatment in the solicitation, receipt, and review of their proposals. In the event of an ambiguity in the RFP, the ambiguity shall be interpreted with these purposes in mind.

The City Purchasing Manager reserves the right to reject the proposal of any vendor, including those that fail to comply with any procedures outlined in this chapter or as otherwise considered in the best interest of the City. The City Purchasing Manager reserves the right to waive as immaterial those matters of non-compliance that the City Purchasing Manager determines are inconsequential to the instructions and proposal response.

2.2 *Communications with the City*

All vendor communications concerning this acquisition shall be directed to the RFP Coordinator. The RFP Coordinator is:

Vivian Uno, Senior Buyer

The City of Seattle
Seattle Purchasing Services
Seattle Municipal Tower
700 5th Avenue Suite 4112
Seattle, WA 98104

(P.O. Box 94687, Seattle, WA 98124-4687)

If sending by US Mail, please use the P.O. Box and allow sufficient time for delivery.

Phone Number: 206-684-0449

E-mail Address: RFP_EIS-301@Seattle.Gov

Prospective vendors are advised that unless authorized by the RFP Coordinator, no other City official or City employee is empowered to speak for the City with respect to this acquisition. Vendors are advised that solicitation of such information, clarification, or interpretations from any other City official or City employee other than the RFP Coordinator may result in rejection of the proposal by the City Purchasing Manager. Further, Vendors are advised that such material is used at the Vendor's own risk. The City will not be bound by any such information, clarification, or interpretation.

2.3 Letter of Interest and City Distribution of Addendum and Materials

Vendors are asked to submit a notice of interest to the RFP Coordinator by 5:00 p.m., PDT, September 24, 2004. This notice of interest is not mandatory. However, the City is interested in learning of interested Vendors. The City will make efforts to provide courtesy notices, reminders, addendums and similar announcements directly to such interested vendors. The City also intends to make information available on the City website. The letter of interest should provide the name, telephone, address and e-mail addresses of the designated contact person. The City website for this RFP and related documents is:

http://www.seattle.gov/html/business/rfp/SPDEIS_0409.htm

Notwithstanding efforts by the City to provide such notice to known vendors, it remains the obligation and responsibility of the Vendor to learn of any addenda, responses, or notices issued by the City. Such effort by the City to provide notice, or to make it available on the website, does not relieve the Vendor from the sole obligation for learning of such material.

2.4 Questions

All Vendors should address their questions to the City as early as possible. Vendors that have questions or need clarification should submit their questions to the RFP Coordinator in writing, via e-mail.

All questions and answers will be posted to the City's RFP website located at: www.ci.seattle.wa.us/html/business/rfp.htm. **The final deadline for submitting questions is 5:00 p.m., PDT, Sept 22, 2004.**

Failure to request clarification of any inadequacy, omission, or conflict will not relieve the vendor of any responsibilities under this proposal or any subsequent contract.

2.5 Changes to the RFP

Every change to this RFP will be made by formal written addendum. Addenda will be posted on the City's RFP website located at:

http://www.seattle.gov/html/business/rfp/SPDEIS_0409.htm Vendors will responsible to check the City's website for updates. The City anticipates but does not guarantee that addenda, if any, will be issued no later than 7 days prior to the proposal due date as indicated in Table A - Schedule of Events.

The City reserves the right to make changes to this RFP as needed in the sole judgment of the City, to meet the City's best interest.

All Addenda issued by the City shall become part of this RFP specification and will be included as part of the final Contract.

2.6 Proposal Response Date and Location, Late Responses, Copies

The City RFP Coordinator must receive the Vendor's response, in its entirety, at the address identified herein, as stated in Section 2.2 no later than **5:00 p.m. PDT, Monday, October 11, 2004**. Responses arriving after the deadline may be returned, unopened, to the Vendor, or they may simply be declared invalid and not subject to evaluation, at the direction of the City Purchasing Manager.

Late submittal tends to be a common cause for rejection of bids in the public sector, and Vendors are advised to prioritize a submittal of the response as early as possible, and to provide for unanticipated delays in delivery.

Vendors assume the risk of the method of delivery chosen. City Purchasing assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of response by the RFP Coordinator. Late responses will not be evaluated nor will additional time be granted to any Vendor. Responses, except for portions specifically identified in this document otherwise, shall not be delivered by facsimile transmission or other telecommunication or electronic means. The City Purchasing Manager reserves and retains sole rights to determine if a response shall be considered late.

One (1) paper original (marked as Original), three (3) paper copies, and a disk (3.5 inch Floppy or CD) containing an electronic version of the Vendor's proposal. If reference materials associated with the proposed CAD system are provided, three (3) full sets must be included.

2.7 Announcement of Successful Proposals

The City intends to post announcement of the Apparent Successful Proposal on the City website and will also post interim announcements as the process steps are completed.

The City website is: http://www.seattle.gov/html/business/rfp/SPDEIS_0409.business/rfp.htm

Vendors may also request the status by e-mail to the RFP Coordinator at

E-mail Address: RFP_EIS-301@Seattle.gov

Vendors are not allowed to phone the RFP Coordinator for updates as to status, and instead are limited to either Website or e-mail inquiries.

2.8 Certification of Proposals

The Vendor shall certify that its proposal meets mandatory requirements, contains required documents, and is valid until the City completes award and contract signature with a winning vendor. APPENDIX B contains the Proposal Certification form. The Proposal Certification form in APPENDIX B must be signed by an authorized person to bind the Vendor. The City

may require proof from the Vendor that the person or persons who signed the certification is/are in fact authorized to make this commitment.

2.9 Contract Bond

The successful Vendor will be required to furnish a contract (performance), bond or a letter of credit as approved by the City, in an amount equivalent to the contract price plus sales or use tax, at the time the Contract is signed and returned to the City. The contract bond amount may be negotiated with the successful Vendor. See Chapter Five.

As part of the Vendor Response, Vendors shall submit a letter of commitment from a Bond Agency that confirms the willingness of the Bond Agency to provide a bond that meets the form and requirements set forth in Chapter Five. This letter of commitment, whether reviewed by the City or not, shall not constitute or imply in any way, acceptance by the City as to Bond form or amount. The purpose is to prepare the City and bidders for a rapid review of the finalist qualifications, once contract negotiations have begun, given the rapid time schedule that the City requires on this project.

2.10 Proposal Letter

A cover letter shall accompany the proposal. The cover letter shall certify that the initial cost information includes all expected applicable costs associated with the project as proposed. An officer or employee empowered to legally bind the Company shall sign the letter.

The Vendor shall also identify the person who will act as the Vendor's primary contact throughout the proposal evaluation process. That person's position in the organization, mailing address, telephone number, fax number, and e-mail address should be included in the cover letter.

2.11 Insurance Requirements

The City's insurance requirements are presented in Chapter Five. Insurance requirements are mandatory. When the apparent successful vendor signs and returns the contract to the City, the Vendor must also provide proof of insurance to the City in the same package as the signed contract. Signed contracts that do not also contain an acceptable proof of insurance may be held until proper insurance is provided.

Vendors are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, in the event that the Vendor is selected as a finalist. Vendors may also elect to provide the requested insurance documents within their original proposal submittal. Vendors shall respond to all inquiries by the City for insurance documents and/or corrections to those documents to meet the needs of the City, in a prompt manner.

Vendors shall be allowed five (5) business days to provide documents and/or corrections following such request by the City, or the City will retain the right to reject the Vendor and proceed to the next finalist.

2.12 Mandatory Contract Terms and Conditions

Vendors should carefully review the draft contract language included in [Chapter Five](#), which contains the City's contract. The Proposer shall assume that this contract as set forth shall be required, and the prices in the proposal should reflect this condition. Note that all conditions set in this RFP are also incorporated into the contract by reference. The Proposer is given an opportunity to provide alternative or additional contract language and provide an explanation as to the benefits (i.e. price reduction) to the City of accepting the Proposer's language. Some language is mandatory and required by law or policy cannot be negotiated or waived. Such language has been marked in bold.

Equal Benefits:

Equal Benefit forms are mandatory per Seattle Municipal Code 20.45. Compliance to the Equal Benefits statements made by the Vendor is required through the duration of the Contract. If the Vendor indicates that the Vendor provides Equal Benefits, and then fails to continue offering such benefits compliant to SMC 20.45 throughout the duration of the contract, this can be cause for termination of the contract. Equal Benefit Forms may be audited at any time prior to contract award or during the contract.

Submit the attached Forms with your Proposal. See Equal Benefits Worksheet and Declaration forms in [APPENDIX C](#). If you do not submit with your Proposal, the City reserves the right to request immediate return of the form at any time during the evaluation process and may reject those that do not return the form upon request.

Note that if a Vendor does not offer Equal Benefits and does not intend to do so, this does not automatically eliminate the Vendor from award consideration. However, failure to submit the Form itself can result in a loss of standing to be named as a finalist.

Information about the Equal Benefit requirements is available at the City website:

<http://www.cityofseattle.net/contract/equalbenefits/default.htm>

Notwithstanding anything seemingly to the contrary herein, vendors may contact Sheila Prieur, the City of Seattle Equal Benefits Manager (206-733-9583), for information regarding this requirement. All other questions regarding this RFP must be directed to the City's RFP Coordinator (Section 1.2).

2.13 Taxpayer Identification Number and Certification Request Form (W-9 Form)

Unless the apparently successful Vendor has already submitted a fully executed Taxpayer Identification Number and Certification Request Form (W-9) to the City, the apparently

successful Vendor must execute and submit this form prior to the contract execution date. A copy of the Taxpayer Identification Number and Certification Request Form (W-9) is available in [APPENDIX A](#).

2.14 Proposal Format and Organization

Each complete proposal shall contain the following:

- Cover letter
- Verification of signatory authorization
- Proposal certification (Appendix B)
- Letter of Commitment from a Bond Agency
- Technical proposal
- Management proposal
- Financial proposal
- Acceptance of City Contract (Chapter 5) and comments if applicable
- Equal Benefits Form (Appendix C)
- Vendor should submit Proof of Insurance compliant to Chapter Five
- Vendor may submit reference materials.

2.14.1 General Format

Proposals should be prepared on standard 8 ½” by 11” paper. The pages should be printed double-sided. The final copies should be bound with tabs identifying and separating each major section.

Financial proposals should be bound and sealed in a separate volume.

Confidential Proprietary Information should be bound and sealed in separate volume.

Foldouts are permissible but should be kept to a minimum. Manuals, reference material, and promotional materials must be bound separately.

2.14.2 Response Format

For Technical and Management proposals, each specification, including the section designator (e.g., 3.3.3.1) shall be restated in the proposal and followed by the Vendor’s response. The specification responses in the Technical and Management proposal should follow the numerical sequence set forth in the RFP.

2.14.3 Readability

Vendors are advised that the City's ability to evaluate proposals is dependent in part on the Vendor's ability and willingness to submit proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential.

2.15 *Proprietary Proposal Material*

Subject to the requirements of the law, the City will exercise its best reasonable efforts to protect the legitimate trade secrets of any vendor. Examples of such information may include unpublished descriptions of proprietary aspects of the proposed Early Intervention system. Any proprietary information contained in the proposal shall be clearly designated as such and shall be separately bound and labeled with the words "Confidential Proprietary Information." Appropriate references to this separately bound information shall be made in the body of the proposal.

The City is required by law to make records available for public inspection, with certain exceptions (see RCW Chapter 42.17 at <http://www.leg.wa.gov/wsladm/rcw.cfm>). It is the City's belief that this legal obligation will not require the disclosure of proprietary descriptive information that contains valuable designs, drawings, or formulas. However, by submission of materials marked "Confidential Proprietary Information," the Vendor acknowledges and agrees that the City will have no obligation or liability to the Vendor in the event that the City is required to disclose these materials.

2.16 *Cost of Preparing Proposals*

The City will not be liable for any costs incurred by the Vendor in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Vendor's participation in demonstrations and the pre-proposal conference.

2.17 *Alternative Proposals*

Vendors are encouraged to, and may present, alternative proposals that are believed to offer improved performance and/or monetary savings for the City. To assure equal evaluation by the City, any alternative proposal shall be submitted as a separate and distinct proposal. Within any alternative proposal, the Vendor may refer to the base proposal response(s) if the response(s) of the base and alternative proposals are identical. Vendors must include an electronic copy of all information referenced in Volume Two-Technical and Functional Specifications with each proposal.

2.18 *Errors in Proposals*

Vendors are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Vendor's obligations to the City.

2.19 Withdrawal of Proposal

The Vendor is expected to honor the proposal and may not withdraw the proposal without City permission. A Withdrawal is a serious and terminating step, and should not be requested unless the Vendor is fully assured that this is a necessary and permanent action on the part of the Vendor. Should it be necessary for a Vendor to withdraw the proposal prior to the City completing an award or other action that terminates the RFP process, the Vendor shall provide such notice in writing to the RFP Coordinator to request a withdrawal of the offer. If a Vendor withdraws an Offer, the City retains the right to eliminate that Vendor from further consideration and from the Vendor list for future solicitation of the same or similar product.

2.20 Rejection of Proposals

The City reserves the right to reject any or all proposals at any time with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

2.21 Incorporation of RFP and Proposal in Contract

This RFP and the Vendor's response, including all promises, warranties, commitments, and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the Vendor.

2.22 Protests

Issues that could have been reasonably known prior to the bid deadline must be protested no later than 5:00 PM (PDT) on the third (3rd) business day prior to the bid deadline, or the Vendor waives the right to protest such issues.

Any protest of a notice of intent to award, or of a notice that a proposal is non-responsive, must be filed by 5:00 PM on the fifth (5th) business day following such notification. All such protests shall be in writing, and must contain a complete statement of the grounds for protest. Protests must be filed with the Purchasing Manager, 700 5th Avenue, #4112 Municipal Tower, Seattle, WA, 98104 (P.O. Box 94687, Seattle, WA 98124-4687).

Any protesting party must demonstrate as part of the protest that every reasonable effort was made within the schedule and procedures of this RFP to resolve the basis of the protest during the procurement process. Efforts to resolve the protest include asking questions, seeking clarification, requesting addenda, and otherwise alerting the City to any perceived problems that corrective action may be taken prior to the selection of the apparent successful Vendor.

Proposers protesting this procurement must provide a written and signed statement by the protesting party. The protest must state the grounds for the protest with the specific and complete statements of the actions being protested. A description of the relief or corrective action being requested must also be stated. Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- ☐ A matter of bias, discrimination, or conflict of interest on the part of the evaluator;
- ☐ Errors in computing score;
- ☐ Non-compliance with procedures described in the RFP or City policy.

The filing of a protest shall not prevent the City from executing a contract with any Vendor.

2.23 Proposal Disposition

All material submitted in response to this RFP, with the exception of clearly-marked Confidential Proprietary Material, shall become the property of the City upon delivery to the RFP Coordinator.

2.24 Negotiating is Acceptable

Any conditions and provisions that a vendor seeks shall be a part of the proposal. Notwithstanding, nothing herein shall be interpreted to prohibit the City from introducing or modifying contract terms and conditions during negotiation of the final contract.

2.25 Negotiation Time Limit and Contract Signature Response Time

The City has significant and critical time frames that this project is working within. The City has scheduled no more than 90 calendar days for contract negotiations, and expects the Vendor to maintain a prompt and responsive negotiation to accomplish and complete final contract agreement within the 90 calendar days. The City shall initiate contract negotiations with the apparent successful bidder. If contract negotiations exceed 90 calendar days, the City retains the option to terminate negotiations and continue to the next apparent successful bidder, at the sole discretion of the City.

The City requires the Apparent Successful Vendor to sign and return the Contract, insurance within an acceptable form, and all associated materials within fifteen (15) days after the Contract and notice of such materials has been given. If the Apparent Successful Vendor fails to return such materials within fifteen (15) business, the City may elect to cancel the original award and proceed to the next highest ranked eligible Vendor.

2.26 Table A - Schedule of Events

The following schedule is for the convenience of the bidders to understand the City goals for contract award. Some dates are estimated and project the objectives of the City. The City is not bound to this schedule. Schedule requirements that are mandatory have been indicated within the RFP for the bidder.

Task Description	Date
RFP Issued	9/3/04
Letter of Interest (optional)	9/22/04
Vendor Deadline to Submit Questions – 5:00 PM PDT	9/22/04
Vendor Deadline to Request Addenda - 5:00 PM PDT	9/22/04
City’s Final Issuance of Addenda/Answers to Questions	9/29/04
Proposal Due – 5:00 PM PDT (mandatory deadline)	10/11/04
City Evaluation of Proposals, Demonstrations if any	TBD
City Announces Apparent Successful Vendor <i>(Refer to City website for announcement of results)</i>	11/3/04*
Contract Negotiations <i>(City schedule designates completion within 30 days)</i>	11/15/04*
Contract signature	12/15/04*
	* Estimated dates

3 MANAGEMENT PROPOSAL SPECIFICATIONS

3.1 Objectives

The objectives of the Management proposal specifications are to provide the Vendor with instructions in the preparation and formatting of the Management proposal response. The Vendor's response will help the City determine the Vendor's ability to:

- (1) Maintain company longevity in the commercial systems market.
- (2) Develop a sound project implementation strategy.
- (3) Successfully implement the proposed project as planned.
- (4) Assign qualified and experienced team members for the duration of City's project.
- (5) Demonstrate confidence and willingness to deliver the scope of work required by the City.
- (6) Develop a product enhancement strategy to meet customer needs without the requirement of software customization.
- (7) Commit to and deliver long-term customer care.
- (8) Successfully develop and implement a transition plan from the current systems to the replacement systems.
- (9) Collaborate with the City to develop a Detailed Design Document that identifies all present and future early intervention system needs. By working closely with the City, the Vendor will help ensure the City is able to make the best use of the system with minimal customizations and change orders.

3.2 Management Proposal Preparation Instructions

3.2.1 Response

Unless instructed otherwise, the Vendor shall prepare a response to Sections 3.3 through 3.26 in the Management proposal.

3.2.2 Numbering

Responses in the Management proposal shall correspond to the appropriate section, title, and specification as outlined in this RFP.

3.3 Vendor Qualifications

3.3.1 Experience and References

3.3.1.1 Scope of Business

The vendor shall provide a brief explanation of the products and services provided by the prime contractor and any principle subcontractors. This explanation should include the markets which the vendor serves as well as its own definition of the early intervention products and services which it supplies.

The City is particularly interested in assessing two areas. First, the City will assess the vendor's experience with law enforcement and public safety systems. Second, the City wishes to know the depth and breadth of the vendor's experience with early intervention systems. Establishing and tracking criteria for monitoring officer performance in an early intervention system involve different kinds of technical and functional skills. It is important that we have the ability to evaluate your experience in a range of early intervention functions.

3.3.1.2 Early Intervention Experience

In order to be considered further for this project the vendor, or it's principle staff, or it's principle subcontractor, shall have supplied public or private entities for a minimum of three (3) continuous years prior to the submission of this proposal. Further, in the past five (5) years, the vendor must have completed the installation of a minimum of two (2) EIS systems for jurisdictions whose service populations are similar in size and complexity to that of the Seattle Police Department. All such systems cited to satisfy this requirement must be operational as of the date of the proposal submission .

Vendors are required to list at least two references. It is preferred that vendors provide 2-4 additional references so that the City can develop a better understanding of the vendor's experience and qualifications.

If a vendor intends to use a subcontractor for design, programming, or technical services other than project management, the proposal shall include a minimum of one reference for each subcontractor.

For each reference include the following information.

- Contracting agency name
- Client contact name
- Client contact phone number
- Client contact e-mail address
- Agency names and types served by the system

- Population served by the agencies
- Types of systems / databases / data sources to which the early intervention system is interfaced
- Number of officers/employees monitored by the EIS system and projected growth rate
- Number of user of the EIS system and projected growth rate
- Contract date
- Original dollar value of contract
- System cutover date
- Scope of product and services provided by vendor
- Early intervention software version, operating system, hardware platform and database versions installed
- Total dollar value of software customization at cutover
- Total dollar value of software customization from cutover to present

3.3.1.3 *Vendors shall also provide a brief profile (1-2 paragraphs) of each reference site which demonstrates its ability to meet the early intervention needs of the City of Seattle as expressed in this RFP.*

References

Vendors shall provide a comprehensive list of all government clients that have purchased early intervention products and/or services during the life of the company. The City reserves the right to contact any of these references at any time. This list should include the following information (minimum) for each reference:

- Agency name
- Client contact name
- Client contact phone number
- Client contact e-mail address
- Year system was placed into operation

3.3.2 Financial Information

Please provide the following information for both the prime and any principle subcontractors:

- Brief company history.
- Financial report for fiscal years 2000, 2001, and for 2002 as available.
- Annual company sales volume for the previous three (3) fiscal years.
- Annual early intervention sales volume the previous three (3) fiscal years.
- Current number of employees associated with public safety information or early intervention systems. Please provide summary of the number of employees, years of experience, and geographic location for each of the following categories: engineering, programming, quality assurance, help desk, sales, project management, and administrative.
- Location of company headquarters and all regional offices associated with the public safety or early intervention business.
- Holding status of the company (Public or Private).
- Percentage of gross revenues invested in research and development.
- Describe vendor's involvement in, and support of, user group organizations (International, National and Northwest).
- List all pending and resolved litigation between the vendor and any purchaser of a public safety information or early intervention system. Provide a brief explanation regarding the nature of the litigation.
- Describe the resolution of all litigation between vendor and any purchaser of a public safety information or early intervention system.

3.3.3 Interface Experience

3.3.3.1 Experience with Records Management (RMS) Systems

Please list any interfaces the vendor has successfully implemented between the proposed early intervention system and a records management or business records system. Please list the system vendor name, product name, version number, and the sites in which the interface was provided. Provide a short description of the functional nature of the interface.

3.3.3.2 Experience with Computer Aided Dispatch (CAD) Systems

Please list any interfaces the vendor has successfully implemented between the proposed early intervention system and a computer aided dispatch system. Please list the system vendor name, product name, version number, and the sites in which the interface was provided. Provide a short description of the functional nature of the interface.

3.3.3.3 Experience with ACCESS/WACIC

Please list any interfaces the vendor has successfully implemented between the proposed early intervention system and the Washington State ACCESS/WACIC. Please list the sites in which the interface was provided. Provide a short description of the functional nature of the interface.

3.3.3.4 Experience with NLETS/NCIC/DOL/DOC

Please list any interfaces the vendor has successfully implemented between the proposed early intervention system and NLETS/NCIC/DOL/DOC. Please list the sites in which the interfaces were deployed and the State or Province systems that were involved. Provide contact information for each client site. Provide a short description of the functional nature of the interface.

3.3.3.5 Experience with Document Imaging Systems

Please list any interfaces the vendor has successfully implemented between the proposed early intervention system and an electronic document imaging system. Please list imaging system vendors, example sites and provide contact information for each client. Provide a short description of the functional nature of the interface.

3.3.3.6 Experience with Email Systems

Please list any interfaces the vendor has successfully implemented between the proposed early intervention system and an external email system. Please list the email system vendor, reference or client sites and provide contact information for each client. Provide a short description of the functional nature of the interface.

3.3.3.7 *Experience with XML Exchanges*

Please list any interfaces the vendor has successfully implemented with the proposed early intervention system which involve XML exchanges. Please list the sites in which this was implemented, the systems involved, and contact information.

3.3.3.8 *Experience with Other Systems*

Please list any interfaces the vendor has successfully implemented between the proposed early intervention system and other systems not previously mentioned. Please list the system vendors, reference or client sites and provide contact information for each client. Provide a short description of the functional nature of the interface.

3.4 *Vendor Project Staffing*

3.4.1 *Subcontractors*

Identify any and all proposed subcontractors for services or equipment. Fully describe the scope of work and responsibilities proposed for each subcontractor.

3.4.2 *Vendor's Project Organization*

The vendor shall provide a diagram that illustrates the vendor's project organization. Include the names of key project staff and all subcontractors. Identify all internal and external communication paths, including within the vendor's project staff, between the vendor and subcontractors, and between the vendor/subcontractors and City project staff.

3.4.3 *Key Staff*

The vendor shall describe the project roles and responsibilities for each key staff member of the contractor and subcontractor identified in Section 3.4.2, as they relate to the project. For detail on information additionally required for the vendor's Project Manager, see [3.5.1](#).

3.4.3.1 *Key Staff Experience*

The vendor shall provide résumés and three (3) references from previous clients for each key staff member. Résumés for each person shall include the following information:

- Current position with the vendor/subcontractor
- Years with the company(s)
- Project position to be staffed
- Education

- Work experience, including past positions with the vendor's/subcontractors company(s)
- Technical skills and qualifications relevant to the project
- Specific description of experience in working with the proposed system, including experience in system design, installation, support, training, or management

3.4.3.2 Key Staff Assignment Priority

The vendor shall warrant that any key staff members, including the Project Manager, identified by the vendor and accepted by the City shall be dedicated to the City's project as that person's primary assignment. Vendor must answer this question with a "yes" or "no" response. Additional comments may be appended to the Yes/No response.

3.4.3.3 Key Staff Change

The vendor shall warrant that any change in assigned key staff, including the Project Manager, is subject to prior City approval in writing. This requirement will be waived if the key staff member leaves the vendor's or Subcontractor's employment. Vendor must answer this question with a "yes" or "no" response. Additional comments may be appended to the Yes/No response.

3.4.4 Location of Key Staff or Project Team

Vendors should provide a list that describes the geographic distribution of key staff members. If key staff members or project teams are available to work locally, please provide information regarding the duration of their availability.

3.5 Project Management

The vendor must designate in the Proposal a Project Manager who will have overall, daily responsibility for the project. This person will be responsible for the vendor's project management and coordination with the City.

The Project Manager shall be responsible for managing and updating the schedule and work plan to reflect status changes during each phase of the project. The schedule and work plan shall be used to identify and prioritize the vendor's and City's work efforts. The Project Manager shall be responsible for ensuring that all vendor staff, subcontractors, and the City Project Director are aware of scheduling and work plan changes. The Project Manager shall meet regularly with the City Project Director to discuss the work plan and schedule. Every work plan and schedule change shall be subject to review and approval by the City Project Director before it is implemented.

The vendor should provide an organizational chart that shows the Project Manager's reporting relationships within the vendor's organization. The vendor should also describe the type and

level of authority vested in the Project Manager in regards to coordinating the vendor resources in support of the project.

Vendors who are proposing to use subcontractors will provide the same information for project managers assigned by the subcontractor.

3.5.1 Project Manager Qualifications

The vendor must provide detailed information regarding the prime contractor's and subcontractors' designated Project Manager's experience with projects of similar size and complexity. In addition to the information provided in Section 3.4.3.1, Key Staff Experience, the vendor must list and describe all successful public safety or early intervention projects managed by the Project Manager in the last five (5) years.

3.6 Projected City Project Staffing

Based on past experience with projects of this size and scope, please describe the level of staffing support required of the City during the following project phases:

Development of the Detailed Design Document

Project implementation

Warranty

Post-warranty

Please be specific in describing the number of positions required, roles, responsibilities, and prerequisite skills of all staff members.

3.7 Proposed System Diagram

The proposer will provide a detailed system diagram which shows the physical layout of the proposed servers, work stations, network and interface connections, including all test, training, quality assurance, and production systems.

3.8 Vendor's Scope of Work

Unless it is specifically excluded by the City, the vendor's scope of work shall include all products (hardware, software, material) and services (project management, engineering, design, interfaces, programming, integration, installation, configuration, testing, cutover plan and support, training, documentation, warranty and post-warranty maintenance) necessary to deliver a complete functional early intervention system that fully meets the specifications in Volume One-Chapter Three and Volume Two.

3.9 Prime Contract Responsibility

If a proposal includes equipment, materials, or services available from a third party, the vendor must act as prime contractor for the procurement of all proposed products and services. In this role, the prime contractor must be the sole point of contact with regard to contractual issues including payment of any and all charges resulting from the purchase of the proposed hardware, software, and services. The prime contractor must take full responsibility for the demonstration, delivery, installation, and acceptance testing of all items proposed. The prime contractor must also provide maintenance and warranty for its products and ensure that all third-party warranties are extended to the City.

The proposal shall clearly identify how the prime contractor will direct the work of all subcontractors to ensure the quality and timeliness of work performed by the vendor and all subcontractors.

3.10 Vendor Responsibilities

Notwithstanding the detailed information contained in this RFP, it is the responsibility of the vendor to supply a fully functional early intervention system with all the specified interfaces as determined in this RFP and the final Detailed Design Document.

The vendor shall state its willingness to accept this overall responsibility and shall include all associated costs for said commitment in the fixed, base price of this project. Within this overall responsibility, there may be tasks that the vendor cannot perform in order to complete the scope of work. These responsibilities shall be identified and described in Section 3.11, and Section 3.12. Any responsibilities that are not listed in vendor's response to Section 3.11 and Section 3.12 shall be the vendor's responsibility.

3.11 City's Project Responsibilities

The vendor shall provide a complete and detailed list of project tasks and responsibilities that the vendor believes only the City can perform. Such responsibilities may include, but are not limited to, work tasks, access to City facilities or the City data and transmission network, issuance of permits, gaining approval, providing test witnesses, and providing trainees. The vendor and the City shall agree and approve the final list of City responsibilities and a schedule for completion. This list will represent the City's limited responsibilities for the project.

3.12 Third Party or Unassigned Responsibilities

The vendor shall provide a complete and detailed list of project task responsibilities that are required for completion of the project scope of work, but are not contained within Section 3.9, or Section 3.10. During contract negotiation with the apparent successful vendor, the City will review and discuss this list with the vendor. At this time, each and every unassigned project responsibility will be assigned to the vendor, the City, or a designated third party.

3.13 Project Plan and Schedule

The vendor shall provide a comprehensive project work plan and schedule to cover the period from the development of the Detailed Design Document through the first year after the City's final acceptance of the fully implemented early intervention system. The vendor's Project Manager shall be responsible for maintaining a detailed project plan and schedule that includes all City, vendor, and subcontractors tasks and deliverables.

The plan and schedule should be developed and maintained using an automated project management software tool, preferably Microsoft Project 98 or 2000, and shall be updated regularly. If the vendor intends to use a different software tool for the development of this plan and schedule, please state the name and version number of the software tool. If this software is not available to the City's project team, the vendor is responsible for publishing the project plan and schedule in a format that is accessible to all project participants.

The project plan shall include all activities, tasks, and related information necessary to effectively manage the project. Regardless of format, the project plan shall contain the following elements:

3.13.1 Tasks

Provide an itemized list of the tasks required to successfully complete the proposed project scope of work.

3.13.2 Start and Finish Dates

Provide a start date, duration, and end date for each task.

3.13.3 Dependencies

Identify and clearly show the dependencies and relationships between relevant tasks.

3.13.4 Resources

Clearly state the resources needed to perform defined tasks. Resources may include the vendor, contractors, consultants, the City, subcontractors, or any other entity.

3.13.5 Milestones

Clearly identify all major project milestones and their estimated completion dates.

3.13.6 City Approval (Review Milestones)

Clearly identify all City approval points and review milestones.

3.13.7 Project Schedule

Please develop a realistic implementation schedule based on the requirements of this RFP, the perceived capabilities of the City, the vendor's capabilities and projected commitments, and the complexity of the scope of work.

3.14 Statement of Work

Prior to contract signature, the City must receive and approve a completed Statement of Work (SOW) from the vendor. To complete this Statement of Work, the apparent successful vendor must work with the City to accomplish the following tasks:

- (1) Reconcile any and all differences between this RFP and the vendor's proposal so that both parties understand and agree on each specification.
- (2) Understand all features of the vendor's base system that are available in the base system price, but not included in the City's Technical and Functional Specifications.
- (3) Create an Interface Control Document (ICD) for each interface listed in the Technical and Functional Specifications. This document will describe the functional requirements and data elements for each interface to such level that ambiguity is reduced to a minimum.
- (4) Agree upon an implementation methodology that groups certain logical groups of modules (functionalities) for phased cut over.
- (5) Identify any changes or enhancements to vendor's existing product that must be implemented.

The SOW shall describe the services to be performed by the vendor during the project and should include:

- Complete price proposal
- Complete network design diagram
- Complete list of required hardware and software
- Detailed project plan
- Preliminary system modification/development plan
- Preliminary training plan
- Preliminary documentation plan
- Preliminary cutover plan
- Preliminary functional acceptance test plan for the applications and interfaces
- Preliminary system performance test plan
- A comprehensive list of City responsibilities that specifies the limit of City roles and responsibilities
- Post-cutover maintenance plan

- System administration plan

Vendors must indicate whether or not they will agree to participate in this process (Y/N)

3.15 Detailed Design Document

3.15.1 Preliminary Detailed Design Document

Prior to the contract signature, the City and the selected vendor will complete a Preliminary Detailed Design.

Before starting the Preliminary Detail Design (PDD) activities, the vendor shall provide training to the City staff participating in the PDD, and other selected City staff, in the design and use of the software.

At a minimum, the Preliminary Detailed Design will address the following requirements and specifications to the level that reduces risks to the City and the selected vendor:

- Functional and data requirements met with current product
- Functional and data requirements met by loading tables with City data
- Requirements met by modifying the software with user tools (configurations)
- Requirements met by modifying core parts of the system (future releases)
- User interface specifications (may include screen and report layouts)
- Hardware, network, and communication specifications for the system
- Descriptions of transactions, data, and database structures
- Interface Control Document (ICD)
- System testing specifications

Vendors must indicate whether or not they will agree to participate in this process (Y/N)

3.15.2 Vendor Responsibilities for the Final Detailed Design Document (DDD)

The vendor shall acknowledge that if contracted, it shall engage the necessary resources to produce a Detailed Design Document (DDD). The vendor shall work directly with the City project team to develop the DDD. The vendor shall acknowledge that the City has the sole authority to approve or reject the vendor's DDD, and the City shall authorize work on the proposed early intervention system only after acceptance of the DDD by the City.

Vendors must indicate whether or not they will agree to participate in this process (Y/N)

3.15.3 DDD Goals

Please describe, in detail, the methodology and strategies that are likely to be used to develop the DDD. The resulting DDD shall include sufficient detail to support the following project goals:

3.15.3.1 Technical and Functional Goals

The vendor shall utilize the DDD information to configure and design a early intervention system that fulfills the technical and functional features required by the City.

3.15.3.2 User Interface Design Goals

The vendor shall utilize the DDD information to provide an early intervention system user interface that is considered user friendly and flexible by the various Police Department stakeholders, including end users and system administrators.

3.15.4 Change Order Definitions

3.15.4.1 Acceptable Change Orders

The City will consider a change order only if the City has requested a change to the functionality of the system. Modifications to the method of presentation or sequence of information to users are not changes in functionality, and therefore will not be considered for a change order. Vendors must indicate whether they agree (Y/N).

3.15.4.2 Unacceptable Change Orders

Product configuration does not constitute a change order. The configurations are dependent on the knowledge and design complexity of the vendor's system. Assisting the City to get the most out of the system is the vendor's responsibility. It is incumbent upon the vendor to make sure the City users are well trained in the capabilities of the early intervention system so that they may work with the vendor to define proper configurations from the user's perspective. Vendors must indicate whether they agree (Y/N).

3.16 Delivery and Installation

3.16.1 Delivery

The vendor shall be responsible for delivery of all contracted equipment, software, supplies, and materials. Prior to acceptance, the vendor may, at its own risk, store equipment, software, supplies, and materials at a City facility. Any loss or damage during shipment or storage is the vendor's sole responsibility. Vendors must indicate whether they agree (Y/N).

3.16.2 Installation

The vendor shall prepare appropriate plans and drawings for City approval. Unless otherwise specified, the vendor shall furnish all labor, equipment, materials, supplies, tools, test equipment, permits, and facilities necessary to complete the scope of work.

Vendors must indicate whether they agree (Y/N).

3.17 Test Plans

The vendor shall be responsible for managing all system testing activities including but not limited to:

User acceptance testing

Product performance testing

Interfaces testing

Parallel testing (if parallel processing is appropriate)

Security testing

Hardware and network capacity testing

Integration testing

Load testing

Fail-over testing

Vendors must indicate whether they agree (Y/N).

3.17.1 City Responsibilities

The Vendor shall provide the City with draft test plans. The City shall be responsible for developing a final unit, subsystem and system acceptance test plan that will include but is not necessarily limited to the following:

- Testing all software components in accordance with the specifications in Volume Two and the vendor published functions and features
- Testing all software components based on the approved Detail Design Document (DDD)
- Testing all system software based on business scenarios
- Testing all system software based on user friendliness
- Testing of all contracted interfaces based on design and business scenario
- Parallel testing prior to cutover (if parallel processing is appropriate)
- Security testing

- Hardware and network capacity testing
- Integration testing
- Load testing
- Fail-over testing

The vendor shall review the City's prepared test plans for accuracy and completeness. The vendor shall duplicate the City's test environments in their own facility. The vendor shall use the City's test plan to test the software at their facility. The software can only be delivered to the City upon successful completion of the tests in accordance with the test plans. The delivery of the software shall be accompanied with written documentation of the test results.

The City reserves the right to revise the test plans provided that reasonable notice is given to the vendor. The City maintains sole authority to certify the successful completion of any and all tests performed by the vendor on the proposed early intervention system.

The information asked in sections 3.15.1 and 3.17.1 shall assist the City in the preparation of test plans.

Vendors must indicate whether they agree (Y/N).

3.17.2 Pre-Cutover Test Plan

Please describe and provide the vendor's typical pre-cutover unit, subsystem and system test plans. The vendor's pre-cutover system test plans should cover testing of every feature and function, as well as stress testing of the system. The test plans should also address strategies that will be used to identify, track, and resolve potential problems in software, hardware, and interfaces. The vendor should outline what methods will be used to document testing information and resolve technical problems. Preference will be given to vendors who are able to accomplish load testing through the use of automated test scripts.

3.17.3 Vendors must indicate whether they agree (Y/N).Acceptance Test Process

The acceptance test process shall include three phases: the acceptance testing period, the reliability test period, and final acceptance. If at any time during the acceptance testing period, the early intervention system reveals any major defects or several minor defects, the process shall be terminated and the vendor shall resolve outstanding issues. Once all issues have been addressed, the vendor will recommence the acceptance test period from the beginning.

3.17.3.1 Acceptance Test Plan

The acceptance test period will begin when the vendor first performs all tests in their facility's test environments in accordance with the City's test plan and successfully completes the tests. The software will then be delivered to the City accompanied with written documentation of the test results. The City will first review the written results.

If the test results demonstrated that the proposed early intervention system is fully functional, and ready for cutover, the City will perform its own tests in the City's test and production environments to verify all the test results. If major defects or numerous minor defects are found during the acceptance testing, the tests shall be terminated and the vendor shall resolve outstanding issues. Once all issues have been addressed, the vendor will recommence the acceptance test process from the beginning.

3.17.3.2 Reliability Test Period

After the successful completion of the acceptance test period described in Section 3.16.3.1, there shall be a **thirty (30) day** reliability test period during which the newly installed early intervention system will be in production and its performance monitored. During this period, the system must perform fully without degradation of any kind in order for the acceptance test to be satisfied.

If any major defects or numerous minor defects are discovered, the reliability test period shall be terminated and the vendor shall resolve any and all issues. Once all issues have been addressed, the vendor will recommence the acceptance test process from the beginning.

3.17.3.3 Final Acceptance

At the end of the successful completion of both the reliability test period and the data conversion, the City shall issue the final acceptance certificate.

Vendors must indicate whether they agree (Y/N). [3.1.17.3, 3.17.3.1, 3.17.3.2 and 3.17.3.3]

3.18 Data Conversion

3.18.1 Data Conversion Plan:

The vendor shall describe their Data Conversion plan. The plan should be designed to conduct the data conversion process after cutover has been completed and should be designed to handle conversion from multiple sources. Vendor's may describe an alternate plan for Data Conversion to occur prior to cutover and should clearly explain their reasoning for preferring the pre-cutover timing. Vendors should describe any timeline changes that a pre-cutover data conversion project will make.

3.18.2 Data Conversion Testing:

Please describe the plan for testing the conversion of data and how the changing of the timing of conversion from post or to pre-cutover would impact the testing process.

3.18.3 Data Conversion Experience with EIS Systems:

Please describe any experience the vendor has with converting data from various data sources such as Oracle databases, SQL databases, Access databases, Excel spreadsheets and others.

3.19 Cutover Plan

3.19.1 Cutover Impact

Please describe a cutover plan that has the least possible impact to daily SPD operations.

This plan should address any data conversion issues represented by the cutover. Vendors should describe the procedures that will be used to ensure that the data conversion is successful prior to the cutover date.

3.19.2 Contingency Plans

Please describe what contingency plans and problem resolution measures the vendor will have in place during cutover.

3.20 System and User Documentation

The vendor should identify its approach to developing a complete and comprehensive set of user and system documentation that reflects all components of the software, including enhancements and interfaces. The vendor should provide “As built” documentation specific to the components and configuration proposed for SPD, including specific system installation settings, installation logs, application settings, initialization files, etc., for every computer installed as part of the system. The documentation should be functional at initial early intervention system implementation and shall be maintained by the vendor throughout the life of the contract. The documentation shall be provided to the City in a printable, electronic format.

The City should have the ability to print the documents from the electronic document source files, and/or directly from the vendor’s applications. Vendors shall provide the documentation in this format, or have the ability to convert the documentation to a printable format.

3.20.1 On-line system and user documentation

The system shall provide a complete on-line copy of the system and user documentation.

3.20.2 On-line user-defined documentation and procedures

Identify whether the vendor’s early intervention system has the ability to maintain on-line user-defined documentation and procedures as follows

- Provide spell/grammar check capability
- Searchable by key words

- Download information from existing text files
- Glossary of terms
- Standard operating procedures
- Policies
- Statutes and codes
- AD Hoc Information Files

3.20.3 User documentation tracking

Identify whether the vendor's early intervention system has the ability to track User name and revision dates when on-line user documentation is revised/changed.

3.20.4 User documentation of application functionality

A full set of user documentation should be available detailing the functionality of each application. User documentation should be in narrative form and should be understandable to non-technical users. Also, an on-line version of this documentation is desired to allow key word searching to facilitate location of the needed text.

- On-line context sensitive help functions
- On-line user friendly tutorial
- Site-specific on-line documentation and user guide
- Keyboard templates
- Field level help
- Flyover messages

3.20.5 Technical documentation

A full set of technical documentation describing systems design, operations, troubleshooting, and performance tuning should be made available to the systems administrator, to include the following:

- (1) Operator's Guide
- (2) System Managers Guide, to include:
 - White Paper / Overview of the System
 - System Settings SPD is expected to change
 - Configuration and best practice guides
 - Listing of all system software executables with descriptions

3.20.5.1 Description of Primary System Database

The vendor should provide a description of the database to included entities (tables), attributes (columns), and relationships. The relationships should include:

- Degree of cardinality (one to many, one to one)
- Optionality (whether the relationship is mandatory or not)
- Name of the relationship (that actually describes the relationship)

3.20.5.2 Data Dictionary for Primary System Database

Vendor will provide a copy of the data dictionary for the primary system database. The dictionary should document tables, view, and attributes and is to include the following:

(1) Tables

- Table name
- Description of table

(2) Views

- View name
- Description of view
- Definition of view (tables and columns view based on 'where' conditions used in creating view)

(3) Columns

- Table(s) and/or view(s) it is part of
- Short description of column's contents
- Data type of column
- Key information
- Type: primary, unique, foreign, non-unique
- If Composite: position
- Nulls: allowed or not

- Check Constraints: allowed values or ranges
- Sample values

3.21 Training Plan

3.21.1 System Administrator Training

Please list all coursework required to fully train a system administrator. For each course, please state the prerequisite requirements, size of class, duration, and location of the class.

3.21.2 Data Base Administrator Training

Please list all coursework required to fully train a data base administrator. For each course, please state the prerequisite requirements, size of class, duration, and location of the class.

3.21.3 Applications Administrator Training

Please list all coursework required to fully train an applications administrator. For each course, please state the prerequisite requirements, size of class, duration, and location of the class.

3.21.4 Trainer Training (On-Site)

Please describe the process the vendor will use to develop the trainer training. List all coursework required to fully train the trainers that will in turn train the end users (SPD civilian and sworn personnel). For each course, please state the prerequisite requirements, size of class, and duration.

3.21.5 Training Documentation

To meet the needs of the City, end user and both administrator's training documentation may require customization. The vendor shall be responsible for the customization of the end user and both administrator's training documentation. The training documentation will be subject to City approval prior to the start of training.

3.21.6 Training Manuals and Materials

Training manuals must include the following

- Instructor Manual(s)
- Student Training Manual(s)
- **All** manuals in MS Word format
- **All** manuals in other media format (HTML, PDF)
- Master videos or DVDs of recorded training

- Keyboard templates

3.21.7 Training Schedule

Identify whether training can be scheduled to accommodate multiple shifts and alternative working hours. If so, indicate whether additional costs are associated with this training approach. The training schedule will be contingent upon the project timeline, impact of training on departmental operations, and trainer availability.

If there is schedule conflict, the priority for determining the schedule will be the following:

- (1) Impact on department operation
- (2) Project timeline
- (3) Trainer availability

3.22 *Warranty*

3.22.1 Free of Defects

The early intervention system shall be warranted by the contractor to be free of all defects in software, hardware, user interfaces, materials, and workmanship for the duration of one (1) year following the issuance of the final acceptance certificate by the City. During the warranty period, the vendor shall replace or repair any defects at no additional cost to the City.

3.22.2 Maintenance During Warranty

The vendor shall provide maintenance services during the one (1) year warranty period at no additional cost to the City.

3.23 *Post-Warranty Maintenance*

The vendor should propose post-warranty annual maintenance services that will at a minimum provide coverage of the following:

- (1) Vendor supplied software (including future releases)
- (2) Vendor supplied hardware
- (3) Vendor's third party software
- (4) Vendor's third party hardware
- (5) Help desk support

3.24 Warranty and Maintenance Support Services

3.24.1 Support Operations

The vendor shall list maintenance and support locations and describe the organization of its maintenance support operations.

3.24.2 Maintenance software

The vendor shall list and provide all software required to operate and maintain the proposed application.

3.24.3 Problem Resolution

The vendor shall describe the process for technical and operational problems resolution, including the following components:

- (1) Initial problem identification, including how problems are to be reported and who may report them
- (2) Process for generating an official problem event for a problem reported
- (3) Triage for priority and severity of problem
- (4) Process for logging and tracking problems from reporting to resolution
- (5) Problem escalation paths
- (6) Requirements the City must meet in the problem management/resolution

3.24.4 Warranty and maintenance matrix

Complete the warranty and maintenance matrix below based on your proposed approach.
Complete one matrix per vendor offering warranty/maintenance services.

	<i>Vendor</i> _____	
<i>Proposed Services</i>	<i>System Software</i>	<i>Application Software</i>
(Warranty must start at acceptance)		
What are the hours of warranty coverage (e.g., M-F 0700-1800)?		
What are the hours of maintenance coverage (after the warranty expires)?		
Warranty/Maintenance Services:		
• Telephone Support (Y/N)?		
• Toll Free “800” number (Y/N)?		
• Remote dial-up software diagnostics (Y/N)?		
• Updates, enhancements and bug fixes included (Y/N)?		
• How often are enhancements provided?		
• User group membership (Y/N)?		
• Newsletter (Y/N)?		
Service/Support Response Time (hours):		
• Via telephone/modem		
- Average?		
- Guaranteed?		
• On-site		
- Average?		
- Guaranteed?		
On-Call “After Hours” Services (e.g., M-F 1800-0700):		
• Hourly rate for service personnel?		
• Minimum hours charged?		
How many years will you guarantee support of the proposed software?		

3.24.5 Third Party Documentation Release and Changes

The vendor will ensure as part of its maintenance responsibilities, that the City receives a copy of each documentation release or change produced by third party software and hardware vendors.

3.25 Future Functional Enhancements to Base Software

3.25.1 Methodology

The vendor should explain the methodology used for implementing future functional enhancements to the base early intervention system software.

3.25.2 Enhancement Protection

The vendor should explain how the City might avoid unwanted future enhancements.

3.26 Software Version Upgrades

Please provide a brief history of early intervention system software version upgrades released by the vendor over the past two (2) years. Please also provide information on planned early intervention system software upgrade releases by the vendor. Include the following information:

Upgrade version number

Planned release date

Feature changes

Associated upgrade costs to clients

3.26.1 Software Enhancements

What are the vendor's selection criteria and processes for determining which new functions, features and enhancements will get incorporated in the future product releases?

3.26.2 Future Direction

Provide an overview of the future technical and functional direction of the proposed early intervention system product including, at a minimum, the items specified below with respective timelines:

- (1) Describe the vendor's plans to support the proposed application via intranet, internet, or extranets.

3.27 Custom Software Support

If the vendor proposes software customization, please discuss and describe how customized software is supported for the life of the implementation.

4 FINANCIAL PROPOSAL SPECIFICATIONS

4.1 Objectives

The objectives of the Financial Proposal Specifications are to provide the vendor with instructions and formatting information for the preparation of the Financial Proposal.

The Financial Proposal response will allow the City to:

Fairly compare the financial proposals from each vendor

Better understand the vendor's overall proposal

Determine what the best early intervention system options are, based on funds available and project costs

Adjust volumes and services using the financial information provided without requiring the vendor to resubmit the entire financial proposal

Allow direct City purchase of 3rd parties software and hardware

4.2 Financial Proposal Preparation Instructions

4.2.1 Financial Proposal Packaging

The vendor should prepare a separate Financial proposal volume. This volume should be sealed separately.

4.2.2 Proposal Forms

The vendor must use the Financial Proposal Bid form 4.4 to propose a early intervention system solution. To view a copy of this form, see Section 4.4

4.3 Bid Form Instructions

4.3.1 Clarity

The vendor should be as specific as possible. The vendor should indicate if the cost of a specific deliverable is included within the cost of another line item. For example, if the cost of a peripheral is included in the price of a PC, please include the peripheral as a line item and indicate that it is included in the PC line item cost.

4.3.2 Line Item Formatting

The vendor should take care to limit proposed line items to the following categories:

- (1) Base early intervention system vendor supplied software
- (2) Early intervention system third party software
- (3) Early intervention system vendor supplied hardware
- (4) Network subsystems
- (5) Early intervention system interfaces
- (6) Early intervention system training
- (7) Early intervention system professional services
- (8) Early intervention system custom features

4.3.3 Line Item Content

For each line item, the vendor should include the following information:

- Item part number (if any)
- Item description
- Item quantities
- Item unit price
- Item extended price (equal to item quantities multiplied by item unit price)
- Item annual post-warranty maintenance price

4.3.4 Adding, Modifying, and Deleting Line Items

Within each of the categories (4.3.2), the City has listed certain line items as a guideline to help clarify the format. The vendor should feel free to add, modify, or delete line items within each category to present a complete financial proposal.

4.3.5 Categories Instructions

Cells highlighted in yellow in the Bid Proposal Form contain self-calculating mathematical formatting. No entries are required or shall be made by vendor in these highlighted cells.

(1) Vendor Supplied Early intervention system Software:

The vendor supplied software price should include a site license for all vendor server and client software for the entire early intervention system; with every module listed. The modules may be priced individually or together, or in a combination thereof.

(2) Vendor Supplied Third Party Software:

The vendor supplied third party software price should include all software not owned by the vendor that is required for the system to work. Please include the company name, what is proposed and the cost.

(3) Vendor Supplied Early intervention system Hardware:

The vendor supplied hardware price should include all servers needed to support the system with an architecture that provides for load balancing and fail-over. It should also include test, training, and quality assurance systems.

(4) Network Sub-system:

The City has an extensive data network and transmission system that may be utilized by the vendor to connect the proposed early intervention system. The City will work with the successful vendor to design the required data network. Therefore, vendors do not need to propose a data network for the early intervention system.

(5) Interface:

The early intervention system interface price should include the price for each interface listed on the bid form. Please note that the City may choose not to concurrently implement all proposed interfaces. Therefore each interface cost should be self-contained and inclusive of testing.

(6) Training:

The early intervention system training price should include all classes. For each class provide the unit price/cost per class in the unit cost column. Also, please provide number of students per class in the description column.

(7) Professional Services:

The professional service price should include the price for each professional service listed on the bid form. If the cost of a line item has been included previously, so indicate.

(8) Custom Software:

The custom feature price should reflect all costs associated with providing features the vendor does not intend to provide in the base product or future software releases. Wherever the vendor has indicated in their response to any specification in Volume Two, that there is an added cost for a feature, please reference the specific associated Specification(s) and provide the price.

4.3.6 Cost Breakdown

Vendors shall provide a cost breakdown for staffing services and expenses associated with the early intervention system . Please provide below, the hourly rate for the Vendor's Project Manager, programmer, and installer.

Position	Hourly Rate
Vendor Project Manager	
Vendor Programmer	
Vendor Installer	

4.4 Bid Form for Early Intervention System

Double click the icon below to open the Financial Proposal Bid form 4.4. This embedded Excel file contains the required formulas and categories needed to complete the financial proposal.



"MS Bid Form.xls"

5 CITY STANDARD TERMS AND CONDITIONS

The City's Mandatory Contract Terms and Conditions are shown in bolded text for easy identifications.

Please review the following City's standard terms and conditions and respond after each section in one of the following manners:

- a) In agreement
- b) Will suggest some minor modifications, but nothing substantive
- c) Exception and reason why
- d) Major exception and explain why.

5.1 *Parties*

THIS AGREEMENT is made and entered into by and between THE CITY OF SEATTLE ("City"), a municipal corporation of the State of Washington and _____ ("Vendor"), a [insert here description of form of business structure used by Vendor] organized and existing under the laws of the State of _____ and authorized to do business in the State of Washington.

5.2 *Term*

This Agreement shall be effective for an initial term commencing on the Effective Date and extending for ten (10) years after the City's Final Acceptance.

5.3 *Statement of Work*

The vendor shall furnish vendor's early intervention system pursuant to work orders issued under this Agreement. Each work order shall be subject to the terms and conditions of this Agreement, and is incorporated into this Agreement by this reference. The vendor shall furnish to the City in aggregate as a single, complete transaction and not as separate items the goods and services identified in the work order. For each work order under this Agreement, vendor shall commence work upon issuance of a notice to proceed by the City.

Signature of the contract will authorize Work Order #1 for the early intervention system that will satisfy the requirements of Volume One-General Specifications and Volume Two-Technical and Functional Specifications and the City Specification No.55 (hereinafter called the "System").

Additional work orders under this Agreement may be generated by the City under the following conditions:

- (1) A post-warranty annual maintenance agreement is accepted by the City;
- (2) The City issues a request to upgrade equipment, software, or to change quantities of any deliverable;

- (3) The City orders additional custom features or interfaces for the early intervention system prior to or after the acceptance period; or

For any subsequent work order(s) requested by either party, the vendor shall submit a detailed proposal for the change. The vendor shall analyze, record, estimate and submit to the City, for its approval, the proposed scope for the changed or new work, a work schedule, and a rate or price adjustment for completion of the work to be changed or added. Once this proposal is received and approved by the City, a new work order will be issued for the changed or additional work. Upon the City's written approval and notice to proceed, the vendor shall implement the change or additional work and invoice for the changed or additional work consistent with the City's approval notice and the terms and conditions of this Agreement.

The City may, at its option, add, delete or modify any part of any work order by giving vendor notice of such change within the time period specified in the applicable work order. Within seven (7) days after the date of such notice, the vendor shall deliver to the City an amended work order reflecting the change in description, schedule and/or dollar amount due using the unit prices as proposed for the specific work order in vendor's Proposal.

The City does not guarantee utilization of goods and services provided for in this Agreement for which the City has not issued a work order(s). The City may itself provide these goods or services or may award contracts to other vendors for similar goods and services. In such instances, the vendor shall not be responsible for the operation, performance or maintenance for equipment so obtained.

5.4 Documentation

Vendor shall provide City with all associated documentation for each Deliverable and any modification or enhancement thereof. The City reserves the right to withhold payment for a Deliverable, modification or enhancement until it receives all documentation associated with the same.

5.5 Payment

All payments shall be made as per the conditions set forth in the work order but no earlier than thirty (30) days after the City's receipt and approval of vendor's invoice and a service delivery report documenting what progress has been made on the work to be performed under this Agreement since the date of the invoice most recently submitted by the vendor. The aggregate amount set forth in the work order represents the full and final amount to be paid by the City for all hardware, software, and/or services rendered and for all investigation, analysis, design, and supervision performed, and all labor, supplies, materials, equipment or use thereof provided, and for all other expenses incurred and incidentals necessary to complete the work to provide a fully integrated and operational System.

The City shall not be obligated to pay any other compensation, fees, charges, prices or costs, nor shall vendor charge any additional compensation for completing the work order of the Statement of Work. All costs invoiced to the City, shall be associated with an active and open work order.

Invoices for hardware and software installed in City facilities and other work performed under this Agreement shall be submitted, in writing to the City's Project Director. In addition to agreed upon charges, invoices shall include such information as is necessary for the City to determine the exact nature of all expenditures and shall reference this Agreement. Additional payment terms or invoice instructions may be mutually agreed upon by the City and the vendor.

If between the date of this Agreement and the date the System is delivered to the City, the vendor announces a reduction in the price for any of the System equipment or software contained herein, then the price for such System equipment or software shall be decreased by an amount equal to the general reduction in the price for such System equipment or software.

Payment does not constitute whole or partial acceptance of the System; City acceptance of the System shall only occur by formal written notice to that effect.

5.6 *Timely Completion*

5.6.1 Time is of the Essence

The City has an immediate need to implement the System because it is critical to the management and operation of the City. Therefore, time is of the essence in all matters relating to this Agreement.

5.6.2 Liquidated Damages

The vendor and the City acknowledge that a delay in the vendor's completion of the individual work items specified in the Statement of Work by the time specified therein for such task would seriously affect the public safety and the governmental operations of the City. The vendor and the City further acknowledge that the calculation of the damages that would be suffered by the City because of a delay in the vendor's satisfactory performance of work under this Agreement would be extremely difficult, if not impossible, to calculate, and that an alternative means of defining the City's damages is appropriate. For that reason, the compensation payable to the vendor for the performance and completion of any work identified as a milestone event under this Agreement shall be reduced by _____ Dollars (\$ _____) per calendar day for each and every day (or portion thereof) after the scheduled milestone date set forth in the Agreement that performance and completion of such work is delayed, as liquidated damages suffered by the City for the vendor's breach of this Agreement.

Neither the provisions of this subsection nor their application or implementation shall limit the City's right to pursue any other remedy available to it in law or at equity under this Agreement.

5.7 *Taxes*

The City shall pay sales and use taxes imposed on the City's acquisition of Software licensed hereunder. The vendor shall pay all other applicable state, local or federal taxes including, but not limited to, state and local business and occupational tax, taxes on the vendor's gross or net

income, and personal property taxes levied or assessed on personal property to which the City does not hold title.

5.8 *License for Use*

As part of the price of the System, the vendor hereby grants to the City, and the City accepts from the vendor, for so long as the City continues to use the System, a non-exclusive, perpetual license to unlimited use of the Software and related documentation for use on the System acquired by the City under this Agreement.

5.9 *Escrowing of Source Language of Licensed Software*

Concurrent with the installation of the System at the City and thereafter, as soon as any update or modification is made to the Software, the vendor shall deposit with an escrow agent (the “Escrow Agent”) mutually acceptable to the vendor and the City, a copy of all Software in that Software’s source language form and its documentation (including but not limited to all relevant commentary and explanations as well as instructions to compile the source code) provided under this Agreement. Such depositing shall be subject to an escrow agreement that is subject to the City’s prior approval. Such escrow agreement shall obligate the vendor to identify, in a notice to the Escrow Agent and the City sent concurrently with such depositing, what material is being deposited with the Escrow Agent.

The City may access any or all of the escrowed material upon the occurrence of any one of the following instances of default:

- A. Vendor defaults with respect to any of the terms of this Agreement;
- B. Vendor ceases its ongoing business operations;
- C. Vendor stops maintenance support of the Software or any portion thereof;
- D. Vendor fails to perform its obligations under this Agreement in a timely fashion;
- E. Vendor suffers any act of insolvency or is declared bankrupt; or
- F. Vendor fails to maintain technical staff capable of supporting or modifying the System; or
- G. Any Software is no longer protected by the laws respecting copyright interests.

The City shall give written notice by certified mail to the Escrow Agent and the vendor of the occurrence of any instance of default. The vendor shall have thirty (30) calendar days from the date the notice is sent to cure the default, but if the default has not been cured within such period, then upon the thirty-first (31st) calendar day and the Escrow Agent’s receipt of notice from the City, the Escrow Agent shall deliver to the City all of the escrowed material without the payment of any compensation to the vendor or the Escrow Agent. In the event of the occurrence of any of the conditions listed in subparagraphs (a) through (g) above, or upon the direct request from the vendor, the City shall have the unconditional right to immediately obtain and use the escrowed material.

5.10 Ownership of Deliverables

Except for the licensed System Software specifically identified in this Agreement, and its related documentation, all Deliverables produced under this Agreement, shall be the exclusive property of the City.

5.11 Contract Bond

Concurrent with the vendor's execution of this Agreement, the vendor shall furnish to the City's Project Director a contract (payment and performance) bond in an amount equal to the aggregate contract price plus estimated retail sales and use taxes. The vendor shall be named as Principal and the City shall be named as Obligee in such bond.

The bond shall be conditioned upon full performance of all obligations imposed upon the vendor in this Agreement, including, without limitation, delivery and installation of necessary equipment, warranty service and extended service for the required Agreement term. The bond shall be subject to approval by the City Attorney as to company, form and sufficiency of surety. If the bond is found by the City Attorney to be flawed, the vendor must correct the flaw within twelve (12) working days after the date of written notification to the vendor that the bond is flawed or this Agreement shall be terminated. [APPENDIX D](#) contains the form of contract bond acceptable to the City Attorney.

The bond must be executed by a company that is included in the U. S. Department of the Treasury's Listing of Approved Sureties (Circular 570), and is included on the Washington State Insurance Commissioner's Authorized Insurance Company List and has a rating of A-(VII) or better in the A. M. Best's Key Rating Guide.

5.12 Risk of Loss

The vendor shall bear the risk of loss or damage to the Deliverables during the period of transportation, installation and Acceptance Testing up to the date of the City's acceptance of the System, except when said loss or damage is due to the sole fault or negligence of the City.

5.13 Protection of Persons and Property

5.13.1 Property

The vendor shall take reasonable steps to protect the City's property from injury or loss arising in connection with the vendor's performance or failure of performance under this Agreement.

5.13.2 Persons

The vendor and the City shall each take reasonable precautions for the safety of employees of the other, and shall each comply with all applicable provisions of federal, state, and local laws, codes and regulations to prevent or avoid any accident or injury to a person on, about or adjacent to any premises where work under this Agreement is being performed.

5.13.3 Cleaning Up

The vendor shall ensure that project work sites are maintained in a clean and orderly fashion. Immediately after completion of the work contemplated in this Agreement, the vendor shall clean up and remove all refuse and unused materials resulting from such work.

Upon the vendor's failure to complete such clean-up and removal activity within twenty-four (24) hours after having been notified in writing by the City of the vendor's obligation to complete such activity, the clean-up and removal activity may be done by one or more other parties at the direction of the City. The cost of all such clean-up and removal activity performed by a person or entity other than the vendor shall be charged to the vendor or deducted from any payment due to the vendor.

5.13.4 No Smoking

The vendor shall not allow any employee of the vendor or any subcontractor or agent thereof to smoke inside any City facility.

5.13.5 OSHA/WISHA

The vendor certifies that it is in compliance with the conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health act of 1973 (WISHA), and the standards and regulations issued thereunder and certifies that all items furnished or purchased under this Agreement will conform to and comply with said standards and regulations. The vendor shall indemnify, defend, and hold the City harmless from all damages assessed against the City as a result of the vendor's failure to comply with the OSHA and WISHA and the standards issued thereunder and for the failure of any of the items furnished to the City under this Agreement to so comply.

5.14 Termination

5.14.1 Termination for Default

5.14.1.1 Vendor's Default

In the event the vendor fails to comply with a provision of this Agreement ("Default") and such Default has not been cured by the vendor within the time specified below for such cure, the City may immediately terminate this Agreement by delivering written notice of such termination to the vendor. The vendor shall have thirty (30) days to effect a cure of any Default involving the delivery of any Hardware or Software item that is to be delivered to the City and ten (10) days to effect a cure of any other Default. Each such cure period shall commence upon the vendor's receipt of the City's notice specifying such Default and demand for its correction.

5.14.1.2 City Default

The City shall not be in default unless the City fails to perform an obligation required of it within a reasonable time, which time shall not extend more than thirty (30) days after written notice by the vendor to the City specifying the particular obligation that the City has failed to perform.

5.14.1.3 Extension of Cure Period

Notwithstanding the time deadlines established in Subsections [5.14.1.1](#) and [5.14.1.2](#), if the nature of either obligation is such that more than thirty (30) days are required for performance, then such party shall not be in default if it commences performance within such specified period and thereafter diligently prosecutes the same to completion.

5.14.2 Termination for Convenience of the City

The City may terminate this Agreement at any time by giving thirty (30) days written notice to the vendor of such termination, and the effective date thereof. The vendor shall be paid for all services performed to the satisfaction of the City up to the effective date of termination at the rates set forth in the Statement of Work. The amount paid shall in no event exceed the total Agreement amount for the services rendered.

5.14.3 Acts of Insolvency

The City may terminate this Agreement by written notice to the vendor if the vendor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

5.14.4 Force Majeure; Suspension and Termination

In the event that either party is unable to perform all of its obligations under this Agreement or to enjoy any of its benefits because of a natural disaster or action or decree of a superior governmental body (hereinafter referred to as a “Force Majeure Event” or “Event”), the party that has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance.

Upon receipt of such notice, the affected party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event; but if the period of the non-performance exceeds fifteen (15) days from the date of the other party’s receipt of the notice of the Force Majeure Event, the party that has not had its ability to perform so affected may terminate this Agreement by giving written notice of termination to the party suffering from the effect of the Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

5.14.5 Notice of Termination

Termination of this Agreement may only occur under the conditions specified herein, and must be by written notice to the other party specifying the date when the termination shall be effective.

5.15 Insurance

5.15.1 Insurance Required; Insurance Documentation Required

Prior to undertaking any work under this Agreement, the vendor shall obtain, and shall thereafter maintain continuously, at no expense to the City, and file with the City's Purchasing Services and the City's Risk Management Administrator in the Contracting Services Division, evidence of a policy or policies of insurance as specified below.

5.15.1.1 Commercial General Liability Insurance

A policy of commercial general liability insurance, written on an occurrence form, including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap or Employers Contingent Liability
- Fire Damage Legal

Such policy(ies) must provide the following minimum coverage:

Bodily Injury and Property Damage

\$1,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
\$ 100,000	Fire Damage

Stop Gap/Employers Liability

\$1,000,000	Each Accident
\$1,000,000	Disease – Policy Limit
\$1,000,000	Disease – Each Employee

5.15.1.2 Business Automobile Liability Insurance

A policy of Business Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent.

Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage

\$ 300,000 per accident

5.15.1.3 Errors and Omissions Liability Insurance

A policy of Errors and Omissions Liability Insurance appropriate to the vendor's profession. Coverage should be for a professional error, act or omission arising out of the scope of services shown in the contract. The policy form may not exclude Bodily injury or Property damage. The minimum limit of coverage shall be \$1,000,000 per Claim/Aggregate.

5.15.1.4 Worker's Compensation

A policy of Worker's Compensation. As respects Workers' Compensation insurance in the state of Washington, the vendor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 RCW. If the vendor is qualified as a self-insurer in accordance with Chapter 51.14 RCW, vendor shall so certify by delivering to the Risk Management Administrator in the City's Contracting Services Division a letter signed by an authorized representative of the vendor indicating that the vendor is a qualified self-Insured, and setting forth the limits of any policy of excess insurance covering its employees; or any similar coverage required. **The vendor further waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.**

5.15.1.5 Assumption of Risk

Vendor hereby assumes all risk of damage to its property, or injury to its officers, directors, agents, contractors, or invitees, in or about the Property from any cause, and hereby waives all claims against the City.

5.15.1.6 Other Requirements for Vendor's Insurance

The insurance provided pursuant to Sections [5.15.1.1](#) and [5.15.1.2](#), shall be endorsed to include The City of Seattle, its officers, elected officials, employees, agents and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the City. In addition, vendor's insurance shall be primary, as respects the City and any other insurance maintained by the City shall be excess and not contributing insurance with the vendor's insurance.

5.15.2 Claims Made Form and Deductibles

If any such policy(ies) above is written on a Claims Made Form, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims made form coverage shall be maintained by the vendor for a minimum of three years following the expiration or earlier termination of this Agreement. The vendor shall annually provide the City with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the vendor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the City to assure financial responsibility for liability for services performed.

Any deductible or self-insured retention must be disclosed and is subject to approval by Risk Management Administrator in the City’s Contracting Services Division. The cost of any claim payments falling within the deductible shall be the responsibility of the vendor.

5.15.3 Evidence of Insurance

The following documents must be provided as evidence of insurance coverage.

- (1) A copy of the policy’s declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements including any company-specific or manuscript endorsements. The City reserves the right to require a copy or certified copy of said policy or policies including all forms and endorsements attached.
- (2) A copy of the endorsement naming The City of Seattle as an Additional Insured (excluding Professional Liability Insurance), showing the policy number, and signed by an authorized representative of the insurance company on Form CG 2026 or equivalent.
- (3) A copy of an endorsement stating that the coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to The City of Seattle, c/o Risk Management Administrator.
- (4) With respect to the Commercial General Liability and Business Automobile Liability Insurance to be provided under Subsections [5.15.1.1](#) and [5.15.1.2](#), a copy of a “Separation of Insureds” or “Severability of Interests” clause indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.

5.15.4 Insurance Policy Rating

All policies shall be subject to approval by the Risk Management Administrator in the Contracting Services Division as to company (must be rated A-(VII) or higher in the A.M. Best’s Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker), form and coverage, and primary to all other insurance.

5.15.5 Self-Insurance

If the vendor is self-insured for purposes of the Commercial General Liability and the Business Automobile to be provided under Subsections [5.15.1.1](#) through [5.15.1.2](#), a letter to the City's Project Director must be submitted by the vendor's Risk Manager or appropriate Finance Officer, indicating whether the self-insurance is actuarially funded and if so, what the fund limits are. Such letter shall be accompanied by any declaration pages of excess coverage required to meet the Agreement limit requirements. Further, this letter should advise how the vendor would protect and defend The City of Seattle as an Additional Insured in the vendor's Self-Insured layer, and include claims handling directions in the event of a claim.

5.15.6 Sub-Contractors

Vendor shall include all subcontractors as insureds under its policies **or** shall furnish separate evidence of insurance as stated above for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

5.16 Indemnification

Vendor shall indemnify, hold harmless and defend (including paying reasonable attorney's fees and costs) the City, and any officer, employee or agent thereof, (each of the foregoing being hereinafter referred to individually as an "Indemnified Party") against all claims of, and liability to, third parties (other than liability solely and entirely the fault of the Indemnified Party) arising from or in connection with any act or omission of the vendor or any of its officers, employees, agents or subcontractors under this Agreement; or the sale or license to or use by the City of the System, including but not limited to, the violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with goods to be provided and services to be performed under this Agreement. The vendor's obligation to indemnify, hold harmless and defend any Indemnified Party shall survive the expiration or termination of this Agreement by either party for any reason. Vendor shall conduct the defense in any such third party action arising as described herein and the City promises to cooperate fully with such defense. The indemnification obligation set forth in this section shall survive the expiration or earlier termination of this Agreement.

5.17 Confidentiality

The vendor shall not permit the disclosure or duplication of any information received from the City unless such disclosure or duplication is specifically authorized in writing by the City. Please refer to the Non-Disclosure Agreement at the end of this chapter. The City shall not permit the duplication by, or disclose any information conspicuously designated in advance by the vendor as "Confidential and Proprietary" information to, any person (other than City officers, employees, or consultants who must have such information for the performance of their City duties or obligations), unless such duplication, use or disclosure is specifically authorized in writing by the vendor or is required by law. The term "Confidential and Proprietary" information is not meant to include ideas, concepts, know-how or techniques related to any information that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a

result of any breach of this Agreement. In the event any request is made for material that the vendor has designated as containing Confidential Information, the City will notify the vendor of the request pursuant to RCW 42.17.320 or its successor legislation. Upon receipt of such notice, the vendor shall take such action as it deems necessary and appropriate to prevent the release of such information pursuant to RCW 42.17.330 or its successor legislation, and the City shall have no further obligations in this regard provided, however, that the vendor may not take any action that would affect a) the ability of the City to use the goods or services provided under this Agreement or b) the obligations of the vendor under this Agreement. In the event the vendor does not take action to prevent the disclosure of its Confidential Information within the time period required by law, the vendor shall be deemed to have authorized the release of such information and the City shall not be liable to the vendor in the event the Confidential Information is released.

5.18 Publicity

No news release, advertisement, promotional material, tour, or demonstration related to the City's purchase or use of the vendor's product or any work performed pursuant to this Agreement shall be produced, distributed or take place without the prior, specific approval of the City's Project Director or his/her designee.

5.19 Warranties

5.19.1 Warranty of the System

Commencing on the date that the City issues its Final Acceptance Certificate, and extending for a period of one (1) year, the vendor warrants that the Software furnished hereunder shall be free from programming errors and that the Software and hardware shall be free from defects in workmanship and materials and shall operate in conformity with the performance capabilities, specifications, functions and other descriptions and standards applicable thereto and as set forth in this Agreement including but not limited to the City's Request for Proposals; that the services shall be performed in a timely and professional manner by qualified professional personnel; and that the services, Software and Hardware shall conform to the standards generally observed in the industry for similar services, Software and hardware. This warranty shall not be affected by the City's modification of the Software (including source code) so long as the licensor can discharge any warranty obligations notwithstanding such modifications or following their removal by the City. If the vendor is not the original Software or hardware manufacturer, the vendor shall obtain in writing the manufacturer's consent to pass through all Software and hardware warranties for the City's benefit. During this warranty period, the vendor shall replace or repair any defect appearing in the Software or hardware, or deficiency in service provided at no additional cost to the City.

5.19.2 Warranty against Planned Obsolescence

The vendor warrants that the products proposed to and acquired by the City under this Agreement are new and of current manufacture, and that it has no current plans for announcing a replacement line that would be marketed by vendor as a replacement for any of the products provide to the City under this Agreement and would result in reduced support for the product line within which the System furnished to the City is contained.

The vendor further warrants that, in the event that a major change in hardware, software, or operating system occurs that radically alters the design architecture of the System and makes the current design architecture obsolete within three (3) years after full execution of this Agreement, and if the City continues its annual maintenance agreement with the vendor, the vendor shall provide the City with a replacement hardware, software, or operating system(s) that continues the full functionality of the early intervention system, at no extra cost to the City.

5.19.3 No Surreptitious Code Warranty

The vendor warrants to the City that no copy of the licensed Software provided to the City contains or will contain any Self-help Code or any Unauthorized Code as defined below. This warranty is referred to in this Agreement as the “No Surreptitious Code Warranty.”

As used in this Agreement, “Self-help Code” means any back door, time bomb, drop dead device, or other Software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the Software. The term “Self-help Code” does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Agreement, “Unauthorized Code” means any “virus,” “Trojan horse,” “worm” or other Software routines or Equipment components designed to permit unauthorized access to disable, erase, or otherwise harm Software, Equipment, or data or to perform any other actions. The term Unauthorized Code does not include Self-help Code.

The vendor shall defend City against any claim, and indemnify the City against any loss or expense arising out of any breach of the No Surreptitious Code Warranty.

5.19.4 Title Warranty and Warranty against Infringement

The vendor warrants and represents that the hardware and Software provided under this Agreement is the sole and exclusive property of the vendor or that the vendor is authorized to provide full use of the hardware and Software to the City as provided herein. The vendor warrants that it has full power and authority to grant the rights granted by this Agreement to the City without the consent of any other person or entity.

In the event of any claim by a third party against the City asserting a patent, copyright, trade or secret, or proprietary right violation involving the System acquired by the City hereunder or any portion thereof, vendor shall defend, at its expense, and shall indemnify the City against any loss, cost, expense, or liability arising out of such claim, whether or not such claim is successful; provided, however, that vendor is notified by the City in writing within a reasonable time after the City first receives written notice of any such claim, action, or allegation of infringement. In the event a final injunction or order is obtained against the City's full use of either the System or any portion thereof as a result of any such claim, suit or proceeding, and if no further appeal of such ruling is practicable, vendor shall, at the City's option and at vendor's expense:

- (1) procure for the City the right to continue full use of the System or
- (2) replace or modify the same so that it becomes non-infringing (which modification or replacement shall not affect the obligation to ensure the System conforms with applicable specifications); or
- (3) if the product was purchased and the actions described in item (1) or (2) of Section 5.19.4, are not practicable, re-purchase the product from the City at a price mutually agreed upon, which shall relate to the value and utility of the product to the City; or
- (4) if the System was leased, licensed, or rented, and the actions described in item (1), (2), or (3) of Section 5.19.4, are not practicable, remove such System from the City's site(s) and pay the City promptly after notification for all direct and consequential damages suffered by the City as a result of the loss of the infringing product and any other continued utility of which to the City is adversely affected by the removal of the infringing product, and hold the City harmless from any further liability therefore under any applicable Order, Settlement, or other agreement. In no event shall the City be liable to vendor for any lease, rental, or maintenance payments after the date, if any, that the City is no longer legally permitted to use the System because of such actual or claimed infringement. In the event removal or replacement of the System is required pursuant to this paragraph, vendor shall use reasonable care in the removal or modification thereof and shall, at its own expense, restore the City's premises as nearly to their condition immediately prior to the installation of the System as is reasonably possible.

No settlement that prevents the City from continuing to use the Software, other products or Software documentation as provided in this Agreement shall be made without the City's prior written consent. In all events, the City shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing.

The indemnification obligation set forth in this section shall survive the expiration or earlier termination of this Agreement.

5.19.5 No Liens

The vendor warrants that the Software and Equipment is the sole and exclusive property of the vendor and that the vendor is authorized to provide full use of the Software to the City as provided herein and that such Software is not subject to any lien, claim or encumbrance inconsistent with any of the City's rights under this Agreement and that the City is entitled to and shall be able to enjoy quiet possession and use of the Software and Equipment without interruption by vendor or any other person making a claim under or through the vendor or by right of paramount title.

5.19.6 Prices and Charges

The vendor warrants that the price or charges for Software acquired by the City during the term of this Agreement shall be equal to or less than the prices or charges given to any other customer for the same product or service.

5.19.7 Services Warranty

The vendor warrants that, in performing the services under the Maintenance Agreement appended as Appendix [], a future Appendix.

The vendor shall strictly comply with the descriptions and representations as to the services, including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, function and requirements, which appear in this Agreement and in the vendor's response to the City's Request for Proposal Specification No.55.

Its products shall be uniform in appearance and clean and presentable in accordance with generally applicable standards in the industry.

Any preparation Software or data analysis used in the Services shall be available to the City for a period of five (5) years following the completion of the Services. This warranty shall apply only to preparation Software or data analysis owned by or under the control of the vendor. Errors or omissions committed by the vendor in the course of providing Services shall be remedied by the vendor at its own expense.

5.19.8 Equipment

The vendor warrants and represents that the Equipment provided to meet the requirements of the Statement of Work shall be free from all defects, shall be in good operating order, and shall operate in conformity with the descriptions and standards as set forth in the vendor's Proposal and the City's RFP for a period of one (1) year from and after the Acceptance Date. During the warranty period, vendor shall promptly, without additional charge, repair or replace the equipment or any part thereof that fails to function according the vendor's specifications or the specifications of the manufacturer thereof.

5.19.9 Merchantability and Fitness Warranty

Vendor represents and warrants that the Software, other products and Software Documentation will be merchantable and will be fit for the particular purposes established in the City's RFP and the vendor's response to the City's RFP.

5.20 *Compliance with Applicable Law*

The vendor warrants that the System, and the manufacture and production thereof, are in compliance with any and all applicable laws, rules, and regulations.

5.21 *Survival of Warranties and Representations*

The representations and warranties of the vendor made pursuant to this Agreement shall survive the delivery of the System, the payment of the purchase price, and the expiration or earlier termination of this Agreement.

5.22 ACCESS TO BOOKS AND RECORDS

FOR A PERIOD OF SIX (6) YEARS AFTER THE COMPLETION OF THIS AGREEMENT, THE CITY OR ITS AGENTS SHALL HAVE THE RIGHT AT REASONABLE TIMES TO AUDIT IN KING COUNTY, WASHINGTON, THE BOOKS AND RECORDS OF THE VENDOR BEARING UPON OR CONNECTED WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT IN ORDER TO DETERMINE COMPLIANCE WITH THE PROVISIONS OF THIS AGREEMENT. THE VENDOR SHALL REQUIRE ITS SUBCONTRACTORS TO ALLOW THE CITY OR ITS AGENTS TO AUDIT THE SUBCONTRACTORS' BOOKS AND RECORDS AS NECESSARY IN ORDER TO DETERMINE COMPLIANCE WITH THE PROVISIONS OF THIS AGREEMENT. IN THE EVENT THAT THE AUDIT REVEALS THAT THERE HAS BEEN AN ERROR IN PAYMENT, THE PARTIES AGREE TO IMMEDIATELY CORRECT SUCH ERRORS. A WRITTEN REQUEST FOR AUDIT DOCUMENTATION SHALL BE PROVIDED TO THE VENDOR. THE VENDOR, WITHIN THIRTY (30) DAYS FROM AND AFTER ITS RECEIPT OF THE REQUEST, SHALL FURNISH THE REQUIRED DOCUMENTATION. SUCH DOCUMENTATION SHALL BE CONFINED TO THOSE MATTERS DIRECTLY RELATED OR PERTINENT TO THE VENDOR'S PERFORMANCE OF THIS AGREEMENT.

5.23 EQUAL EMPLOYMENT

THE VENDOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF CREED, RELIGION, RACE, AGE, COLOR, SEX, MARITAL STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, IDEOLOGY, ANCESTRY, NATIONAL ORIGIN, OR THE PRESENCE OF ANY SENSORY, MENTAL OR PHYSICAL HANDICAP, UNLESS BASED UPON A BONA FIDE OCCUPATIONAL QUALIFICATION. THE VENDOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR CREED, RELIGION, RACE, AGE, COLOR, SEX, NATIONAL ORIGIN, MARITAL STATUS, POLITICAL IDEOLOGY, ANCESTRY, SEXUAL ORIENTATION, GENDER IDENTITY, OR THE PRESENCE OF ANY SENSORY, MENTAL OR PHYSICAL HANDICAP. SUCH ACTION SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT,

City of Seattle Police Early Intervention System RFP

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UPGRADING, DEMOTION OR TRANSFER, RECRUITMENT OR RECRUITMENT ADVERTISING, LAYOFF OR TERMINATION, RATES OF PAY OR OTHER FORMS OF COMPENSATION AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP.

THE VENDOR SHALL POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE CITY SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

5.24 NON-DISCRIMINATION IN BENEFITS

THE VENDOR SHALL COMPLY WITH THE REQUIREMENTS OF SMC CH.20.45 AND THE EQUAL BENEFITS PROGRAM RULES. FAILURE TO COMPLY WILL SUBJECT THE CONTRACTOR TO ONE OR MORE OF THE FOLLOWING PENALTIES: DISQUALIFICATION FROM BIDDING ON OR BEING AWARDED A CITY CONTRACT FOR A PERIOD OF UP TO 5 YEARS, ACTUAL DAMAGES, TERMINATION OF THE CONTRACT, OR OTHER REMEDIAL ACTIONS SUCH AS PAYMENT OF CASH EQUIVALENT PAYMENTS OR EXPEDITED IMPLEMENTATION OF EQUAL BENEFITS.

5.25 WOMEN AND MINORITY BUSINESS ENTERPRISE REQUIREMENTS

NOTWITHSTANDING ANY OTHER PROVISION IN ANY PROCUREMENT DOCUMENT, CITY WOMEN- AND MINORITY-OWNED BUSINESS (WMBE) UTILIZATION REQUIREMENTS SHALL NOT APPLY TO THIS AGREEMENT. ANY AFFIRMATIVE ACTION REQUIREMENTS SET FORTH IN ANY FEDERAL REGULATIONS OR STATUTES INCLUDED OR REFERENCED IN THE AGREEMENT SHALL APPLY.

THE CITY ENCOURAGES THE VENDOR TO EMPLOY A WORKFORCE REFLECTIVE OF THE REGION'S DIVERSITY. THE VENDOR SHALL ADHERE TO ALL NONDISCRIMINATION REQUIREMENTS AS SET FORTH IN FEDERAL AND STATE LAWS AND REGULATIONS AND SEATTLE MUNICIPAL CODE PROVISIONS.

5.25.1 NON-DISCRIMINATION

THE VENDOR SHALL NOT CREATE BARRIERS TO OPEN AND FAIR OPPORTUNITIES FOR WMBES TO PARTICIPATE IN ALL CITY CONTRACTS AND TO OBTAIN OR COMPETE FOR CONTRACTS AND SUBCONTRACTS AS SOURCES OF SUPPLIES, EQUIPMENT, CONSTRUCTION AND SERVICES. IN CONSIDERING OFFERS FROM AND DOING BUSINESS WITH SUBCONTRACTORS AND SUPPLIERS, THE VENDOR SHALL NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, CREED, RELIGION, SEX, AGE, NATIONALITY, MARITAL STATUS, SEXUAL ORIENTATION OR THE PRESENCE OF ANY MENTAL OR PHYSICAL DISABILITY IN AN OTHERWISE QUALIFIED DISABLED PERSON.

5.25.2 RECORD-KEEPING

THE VENDOR SHALL MAINTAIN, FOR AT LEAST TWELVE (12) MONTHS AFTER COMPLETION OF THIS AGREEMENT, RELEVANT RECORDS AND INFORMATION NECESSARY TO DOCUMENT THE LEVEL OF UTILIZATION OF WMBES AND OTHER BUSINESSES AS SUBCONTRACTORS

AND SUPPLIERS IN THE AGREEMENT AND IN ITS OVERALL PUBLIC AND PRIVATE BUSINESS ACTIVITIES. THE VENDOR SHALL ALSO MAINTAIN ALL WRITTEN QUOTES, BIDS, ESTIMATES, OR PROPOSALS SUBMITTED TO THE VENDOR BY ALL BUSINESSES SEEKING TO PARTICIPATE AS SUBCONTRACTORS OR SUPPLIERS IN THIS AGREEMENT. THE CITY SHALL HAVE THE RIGHT TO INSPECT AND COPY SUCH RECORDS. IF THIS AGREEMENT INVOLVES FEDERAL FUNDS, THE VENDOR SHALL COMPLY WITH ALL RECORD-KEEPING REQUIREMENTS SET FORTH IN ANY FEDERAL RULES, REGULATIONS OR STATUTES INCLUDED OR REFERENCED IN THE AGREEMENT DOCUMENTS.

5.25.3 AFFIRMATIVE EFFORTS TO UTILIZE WMBES

THE CITY ENCOURAGES THE UTILIZATION OF MINORITY OWNED BUSINESSES (“MBEs”) AND WOMEN-OWNED BUSINESSES (“WBEs”) (COLLECTIVELY, “WMBEs”), IN ALL CITY CONTRACTS. THE CITY ENCOURAGES THE FOLLOWING PRACTICES BY THE VENDOR TO OPEN COMPETITIVE OPPORTUNITIES FOR WMBES:

- A. ATTENDING A PRE-BID OR PRE-SOLICITATION CONFERENCE, IF SCHEDULED BY THE CITY, TO PROVIDE PROJECT INFORMATION AND TO INFORM WMBES OF CONTRACTING AND SUBCONTRACTING OPPORTUNITIES.**
- B. PLACING ALL QUALIFIED WMBES ATTEMPTING TO DO BUSINESS IN THE CITY ON SOLICITATION LISTS, AND PROVIDING WRITTEN NOTICE OF SUBCONTRACTING OPPORTUNITIES TO WMBES CAPABLE OF PERFORMING THE WORK, INCLUDING WITHOUT LIMITATION ALL BUSINESSES ON ANY LIST PROVIDED BY THE CITY, IN SUFFICIENT TIME TO ALLOW SUCH BUSINESSES TO RESPOND TO THE WRITTEN SOLICITATIONS.**
- C. BREAKING DOWN TOTAL REQUIREMENTS INTO SMALLER TASKS OR QUANTITIES, WHERE ECONOMICALLY FEASIBLE, IN ORDER TO PERMIT MAXIMUM PARTICIPATION BY SMALL BUSINESSES, INCLUDING WMBES.**
- D. ESTABLISHING DELIVERY SCHEDULES, WHERE THE REQUIREMENTS OF THIS AGREEMENT PERMIT, THAT ENCOURAGE PARTICIPATION BY WMBES.**
- E. PROVIDING WMBES THAT EXPRESS INTEREST WITH ADEQUATE AND TIMELY INFORMATION ABOUT PLANS, SPECIFICATIONS, AND REQUIREMENTS OF THE AGREEMENT.**
- F. UTILIZING THE SERVICES OF AVAILABLE MINORITY COMMUNITY ORGANIZATIONS, MINORITY CONTRACTOR GROUPS, LOCAL MINORITY ASSISTANCE OFFICES, THE CITY, AND OTHER ORGANIZATIONS THAT PROVIDE ASSISTANCE IN THE RECRUITMENT AND PLACEMENT OF WMBES.**

5.25.4 SANCTIONS FOR VIOLATION

ANY VIOLATION OF THE REQUIREMENTS OF SECTIONS [5.25.1](#) AND [5.25.2](#) SHALL BE A MATERIAL BREACH OF CONTRACT FOR WHICH THE VENDOR MAY BE SUBJECT TO DAMAGES AND SANCTIONS PROVIDED FOR BY CONTRACT AND BY APPLICABLE LAW.

5.26 FAIR CONTRACTING PRACTICES

THE CONTRACTOR SHALL COMPLY WITH THE FAIR CONTRACTING PRACTICES ORDINANCE OF THE CITY OF SEATTLE (ORDINANCE 119601), AS AMENDED. CONDUCT MADE UNLAWFUL BY THAT ORDINANCE CONSTITUTES A BREACH OF CONTRACT. ENGAGING IN AN UNFAIR CONTRACTING PRACTICE MAY ALSO RESULT IN THE IMPOSITION OF A CIVIL FINE OR FORFEITURE UNDER THE SEATTLE CRIMINAL CODE AS WELL AS VARIOUS CIVIL REMEDIES. (SEE SMC 14.10 AT <http://clerk.ci.seattle.wa.us/~public/code1.htm>)

5.27 *Dispute Resolution*

Any dispute concerning the vendor's performance of this Agreement that is not disposed of by agreement between the vendor and the City shall be referred to the City's Director of the Department of Executive Administration and the vendor's [Insert Title of Top-level Person of Authority]. If such parties' representatives do not agree upon a decision within a reasonable period of time, either of the parties may pursue other legal means to resolve such disputes.

5.28 *Notices*

All notices and other material to be delivered hereunder shall be in writing or facsimile and shall be delivered or mailed to the following:

If to City: []

If to Vendor: []

or such other respective name(s) and address(es) as either party may, from time to time, designate for itself, by notice to the other party in writing.

5.29 *Miscellaneous*

5.29.1 Amendments

The Parties hereto reserve the right to make amendments or modifications to this Agreement by written agreement signed by an authorized representative of each party.

5.29.2 Applicable Law

This Agreement shall be governed by the laws of the State of Washington and the Charter and Ordinances of the City. The venue of any action thereunder shall be in King County, Washington.

5.29.3 Compliance with Law

5.29.3.1 General

The vendor shall comply with all applicable federal or state laws and City ordinances and with applicable directions, rules and regulations of public officials and departments in enforcement of City ordinances and with directions, rules, and regulations from the State of Washington or from the United States of America with respect to any portion of this Agreement.

5.29.3.2 Licenses and Similar Authorizations

The vendor, at no additional expense to the City, shall secure and maintain in full force and effect during the term of any Agreement resulting from this procurement process, all required licenses, and similar legal authorization, and comply with all legal requirements.

5.29.4 Attorneys' Fees

Subject to the indemnification and limitation of vendor's liability provisions set forth in this Agreement, if any action or suit is brought with respect to a matter or matters covered by this Agreement, each party shall be responsible for all its own costs and expenses incident to such proceedings, including reasonable attorneys' fees.

5.30 Assignment

Neither party shall assign any of its obligations under this Agreement, in whole or in part, without the other party's written consent.

5.31 Binding Effect

The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

5.32 Remedies

All remedies available at law or in equity to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

5.33 Gratuities

The City may, by written notice to the vendor, terminate the right of the vendor to proceed under this Agreement upon one (1) calendar day's notice, if it is found that a gratuity in the form of a bribe, gift, or otherwise was offered or given by the vendor, or any agent as representative of the vendor, to any official, officer or employee of the City, provided that the existence of the facts upon which the City makes such findings may be reviewed by a competent court. In the event of

such termination, the City shall be entitled to pursue the same remedies against the vendor as it could pursue in the event of default by the vendor. The above restrictions are not to be interpreted as prohibiting the vendor from providing room and board for the City personnel to attend vendor-sponsored training seminars or schools that are generally held at plant sites and are available to all vendor's customers, and are a regular element of vendor's training program.

5.34 Headings

Section, subsection and paragraph headings are included in this Agreement for convenience only and do not change, modify or limit any right or obligation of this Agreement.

5.35 Independent Status of Parties

Both parties hereto, in the performance of this Agreement, will be acting in their individual capacities and not as agents, employees, partners, joint venturers or associates of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

5.36 Severability

If any term or condition of this Agreement or the application hereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

5.37 Waiver

The waiver of any breach or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further, prior or future breach or right thereunder. No right or obligation of this Agreement shall be deemed to be waived, modified or deleted except by an instrument, in writing, signed by both parties.

5.38 Authority

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and shall be bound by it.

5.39 Entire Agreement

This Agreement, including all Appendices, Supplements and Exhibits referenced herein, constitutes the entire agreement between the City and the vendor. The City's Request for Proposal Specification No. 55 ("RFP"), the Addenda to the RFP; and the vendor's Proposal submitted in response to the RFP are explicitly included as Supplements to this Agreement. Where there is any conflict between or among these documents, the controlling document will first be this Agreement, as amended, then the RFP and Addenda, and then the vendor's Proposal.

IN WITNESS WHEREOF, the City and the vendor have caused this Agreement to be executed.

[Insert the Vendor's name here]

THE CITY OF SEATTLE

By:

By:

Appendix to Contract: Non-Disclosure Agreement



Non Disclosure
Agreement.doc

6 PROPOSAL EVALUATION

6.1 *Evaluation Process*

The City will evaluate vendors and their respective proposals in accordance with the following process and consistent with the evaluation criteria set forth in Section 6.2.

- (1) Proposals from vendors will be reviewed by the City Purchasing Services section to determine compliance with all requirements outlined in Chapter Two of this RFP and the Mandatory requirements of Chapter One, Volume One of this RFP. Proposals that are determined compliant will proceed to Step 2.
- (2) Each proposal meeting the requirements of Step 1 will be evaluated and scored by the Evaluation Committee in accordance with Section 6.2 hereof. During the evaluation process, vendors may be contacted to clarify elements of their proposals. Such contacts will be made only by the RFP Coordinator or designee and will occur only when the City deems it appropriate to the evaluation process.
- (3) The Evaluation Committee, with the concurrence of the Steering Committee, will identify the most qualified proposals as “Finalists.” The selected Finalists will be notified of their identification as such. Only the vendors identified as Finalists will proceed to next step. The City shall have the sole ability to identify and determine what constitutes a Finalist.
- (4) The City reserves the right to invite one or more of the Finalist Vendors to participate in a face-to-face interview meeting with the Evaluation Committee.
- (5) The Evaluation Committee will contact the client references of the Finalist Vendors. The City may, at its sole discretion, visit identified user site(s) to evaluate real-world use of one or more of the Finalist Vendors’ respective solution(s), performance, and customer services. The City also may, at its sole discretion, contact other users of the vendor’s product and services, whether or not they have been submitted by the vendor as a reference.
- (6) Based on the aforementioned evaluation processes, the Evaluation Committee will produce a scoring and ranking of the Finalist Vendors. This information and the committee recommendation will be forwarded to the Steering Committee for a final decision.
- (7) The Steering Committee and the City Director of Contracting Services will review the scoring and ranking of the vendors submitted by the Evaluation Committee. They will evaluate any other findings or factors deemed appropriate for this acquisition and then select and announce the apparent successful vendor.
- (8) The City will initiate contract negotiations with the apparent successful vendor. The terms and conditions included in Chapter Five of the RFP will be the basis for such negotiations.
- (9) The apparent successful vendor will work with the City’s project staff to develop a Statement of Work (SOW), and Preliminary Detail Design (PDD), to the level of detail

that will reduce uncertainty to a minimal level. The SOW and PDD will become part of the contractual term for performance by the vendor.

- (10) The Contract will be executed upon the vendor's satisfactory completion of Steps 8 and 9 above. If Steps 8 or 9 cannot be completed to mutual satisfaction in a reasonable time frame, then either the City or the vendor may terminate contract negotiation. In such an event, the City reserves the right to name another apparent successful vendor and restart Steps 8 and 9 with the new vendor or to terminate the RFP process.

6.2 Evaluation Scoring

6.2.1 Overall Weight

The weighted evaluation score for Technical, Management and Financial proposals are as follows:

Criteria	Weight
Technical and Functional Proposal (Volume 2)	40%
Management Proposal (Volume one, Chapters 3 and 5)	30%
Financial Proposal (Volume One, Chapter 4)	30%
Total	100%

6.2.2 Phase One (Steps 2-3) Proposal Scoring

The proposals will be evaluated, in Phase One, in accordance with the overall scoring weight in 6.2.1. A more detailed evaluation matrix for Technical, Functional and Management proposals will be prepared prior to the opening of any proposals. This weighted and detailed score matrix will be used by the Evaluation Committee during the evaluation process.

The financial proposal will be based on a 7 years life cycle cost. The vendors' financial proposals may be adjusted based on clarifications received by the City. The City may also adjust the vendor's financial proposals in those instances where requisite line items are missing, or extra, in order to equalize the various proposals. The lowest priced proposal will be given 30 points.

The overall score of phase one will be used to rank all the proposals and help determine the finalists.

6.2.3 Phase Two (Steps 4-7) Proposal Scoring

In Phase II, the finalists will be evaluated and scored on a combination of their proposals, the interviews, reference checks, and site visits. The scoring will use the overall distribution/weighting outlined in 6.2.1 and the same evaluation utilized for the Phase I evaluation of the Technical and Management Proposals.

The finalists' financial proposals may be further adjusted based on clarifications received by the City. The City may also adjust the vendor's financial proposals in those instances where requisite line items are missing, or extra, in order to equalize the finalists' proposals.

The overall scores of phase two will be used to rank the finalists and help determine the apparent successful vendor.

APPENDICES

APPENDIX A: REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION



W-9 Form.pdf



H:\UNO1\RFP\Early
Intervention System\

APPENDIX B: PROPOSAL CERTIFICATION FORM



Proposal Certification
Form.doc

APPENDIX C: EQUAL BENEFITS COMPLIANCE WORKSHEET AND DECLARATION



H:\UNO1\Forms\EB
Declaration 4-20-200

You are encouraged to visit the City of Seattle's Equal Benefits website at
<http://www.cityofseattle.net/contract/equalbenefits/default.htm>

APPENDIX D: CONTRACT BOND

D.1 CONTRACT BOND

CONTRACT BOND FOR _____

Bond No. _____

THE CITY OF SEATTLE

WE, _____ d/b/a _____

(Insert legal name of Vendor / Contractor)
of Vendor / Contractor , if any)

(Insert trade name

(hereinafter "Principal"), and _____ (hereinafter "Surety"), are held and firmly bound unto **The City of Seattle** (hereinafter "City"), as Oblige, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. _____ between Principal and City, which total is **initially** _____ Dollars (\$ _____), for the payment of which sum Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.. Said contract (hereinafter referred to as "the Contract") is for _____ and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the Charter and ordinances of City insofar as they are not in conflict therewith, and is entered into for the use and benefit of City, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. _____ between Vendor/Contractor and City for _____, a copy of which contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

THE CONDITION OF THIS OBLIGATION is such that if Vendor/Contractor shall promptly and faithfully performs the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

(1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by City, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.

(2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Vendor/Contractor. Subject to the limitations contained in paragraph (1) above, no such change or any combination thereof, shall void or impair Surety's obligation hereunder.

(3) Whenever City has declared Vendor/Contractor to be in default and City has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice), specify, in written notice to City, which of the following actions Surety intends to take to remedy such default, and thereafter shall:

(a) Remedy the default within fifteen (15) days after its notice to City, as stated in such notice; or

(b) Assume within fifteen (15) days following its notice to City, full responsibility for the completion of the Contract in accordance with all of its provisions, as stated in such notice, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or

(c) Pay City upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by City as a result of Vendor/Contractor's default, including but not limited to those incurred by City to mitigate its losses, which may include but are not limited to attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or

(d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by City and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and City, and make available as work progresses (even though there is a default or a succession of defaults under such agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by City to Vendor/Contractor under the Contract, less the amount properly paid by City to Vendor/Contractor.

(4) If City commences suit and obtains judgment against Surety for recovery hereunder, then Surety, in addition to such judgment, shall pay all costs and attorneys' fees incurred by City in enforcement of City's rights hereunder. The venue for any action arising out of or in connection with this bond shall be in King County, Washington.

(5) No right or action shall accrue on this Bond to or for the use of any person or corporation other than The City of Seattle.

(6) No rider, amendment or other document modifies this Bond except the following, which by this reference, is incorporated herein: _____

SURETY'S QUALIFICATIONS: Every Surety named on this bond must appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) and be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must have a current rating of at least A-:VII in A. M. Best's Key Rating Guide.

INSTRUCTIONS FOR SIGNATURES: This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint venturer of a joint venture; manager of a limited liability company or, if no manager has been designated, a member of such LLC; a general partner of a limited liability partnership; or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach currently-dated, written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the City that such delegation was in effect on the date the bond was signed. **A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE BELOW.**

FOR THE SURETY:

By _____
(Signature of Attorney-in-Fact)

(Type or print name of Attorney-in-Fact)

(Type or print telephone number for Attorney-in-Fact)

FOR THE PRINCIPAL:

By: _____
(Signature of authorized signer for Vendor/Contractor)

(Type or print name of signer for Vendor/Contractor)

(Type or print title of signer for Vendor/Contractor)

STATE OF _____)

_____) ss: **ACKNOWLEDGMENT**

FOR

VENDOR/CONTRACTOR

COUNTY OF _____)

On this _____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, the person described in and who executed the foregoing bond, and acknowledged to me that signed and sealed said bond as the free and voluntary act and deed of the Vendor/Contractor so identified in the foregoing bond for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond for the Vendor/Contractor named therein.

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary Public)

(Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____

My commission expires _____.

SEAL ➔

STATE OF _____)

_____) ss:
COUNTY OF _____)

ACKNOWLEDGMENT FOR SURETY

On this _____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety.

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary Public)

(Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____

My commission expires _____.

SEAL ➔

D.2 CONTRACT BOND INSTRUCTIONS

THE CITY OF SEATTLE PURCHASING SERVICES SECTION CONTRACT, PROPOSAL, BID BOND INSTRUCTIONS TO BIDDERS/VENDORS/CONTRACTORS

NOTE TO BIDDERS/VENDORS/CONTRACTORS: These instructions are applicable to all bonds, including performance, warranty, maintenance, personal surety, etc.

Give these instructions to your surety.

1. The Bond must be on the City's form. No substitutions will be acceptable.
2. All blank spaces to be filled in must be completed using a typewriter or by handwriting. Photocopied insertions will not be accepted, nor will any Bond form on which there is any evidence of correction fluid ("white-out").
3. The Bond must identify the bidder/vendor/contractor as the bond's "principal" using the principal's (proposer's/bidder's/vendors/contractor's) legal name. If the proposer/bidder/vendor/contractor does business under an assumed name (a "d/b/a") that has been registered with the State of Washington Dept. of Licenses or an equivalent governmental agency, that name may be separately stated in the separate blank space, for further identification purposes.
4. The Bond must state the Surety's name, the state in which the Surety was legally organized, and that the Surety is legally doing business in the State of Washington.
5. The amount of the Bond must equal or exceed the amount of the contract award including sales tax or use tax, whichever is applicable. The spelled out dollar amount must be the same as the numerical dollar amount.
6. The Purchase Order/Vendor Contract number must appear on the Bond. (This requirement does not apply to bid bonds and proposal bonds.)
7. A person authorized to bind the proposer/bidder/vendor/contractor as the Principal must sign the bond.
 - a. **For a corporation** identified in the Bond as the Principal, the signature of one of the following will be acceptable:
 1. the corporation's president;
 2. a corporate vice president;
 3. a person to whom signature authority has been delegated by the president or a vice president through a Power of Attorney (a copy of the Power of Attorney* must be attached); or

4. THE CITY OF SEATTLE
PURCHASING SERVICES SECTION
CONTRACT, PROPOSAL, BID BOND
INSTRUCTIONS TO BIDDERS/VENDORS/CONTRACTORS

NOTE TO BIDDERS/VENDORS/CONTRACTORS: These instructions are applicable to all bonds, including performance, warranty, maintenance, personal surety, etc.

Give these instructions to your surety.

2. The Bond must be on the City's form. No substitutions will be acceptable.
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4. The Bond must identify the bidder/vendor/contractor as the bond's "principal" using the principal's (proposer's/bidder's/vendors/contractor's) legal name. If the proposer/bidder/vendor/contractor does business under an assumed name (a "d/b/a") that has been registered with the State of Washington Dept. of Licenses or an equivalent governmental agency, that name may be separately stated in the separate blank space, for further identification purposes.
5. The Bond must state the Surety's name, the state in which the Surety was legally organized, and that the Surety is legally doing business in the State of Washington.
6. The amount of the Bond must equal or exceed the amount of the contract award including sales tax or use tax, whichever is applicable. The spelled out dollar amount must be the same as the numerical dollar amount.
7. The Purchase Order/Vendor Contract number must appear on the Bond. (This requirement does not apply to bid bonds and proposal bonds.)
8. A person authorized to bind the proposer/bidder/vendor/contractor as the Principal must sign the bond.
 - a. **For a corporation** identified in the Bond as the Principal, the signature of one of the following will be acceptable:
 1. the corporation's president;
 2. a corporate vice president;
 4. a person to whom signature authority has been delegated by the president or a vice president through a Power of Attorney (a copy of the Power of Attorney* must be attached); or

4. a person authorized by a provision in the Corporate Articles of Incorporation, a By-Law, or Resolution of the Board of Directors (a copy of the pertinent Corporate Article of Incorporation, By-Law or Resolution* must be attached); or
 5. a person to whom signature authority has been delegated by the corporation's president or a corporate vice president through a specific delegation letter (a copy of which must be attached*).
- b. **For a partnership** identified in the Bond as the Principal, the signature of one of the following will be acceptable:
1. the managing general partner, or
 2. any general (not a limited) partner, or
 3. a person to whom signature authority has been delegated by a general partner through a Power of Attorney or specific delegation letter (a copy of which Power of Attorney or letter* must be attached).
- c. **For a sole proprietorship** identified in the Bond as the Principal, the Bond must be signed as follows:
1. If the proprietor (owner) is married but owns the business as his/her separate property, or if not married, by the signature of just that one person; or
 2. If the proprietor (owner) is married and does not own the business as his/her separate property, by the signature of both the husband and wife; or
 3. a person to whom signature authority has been delegated by the proprietor through a Power of Attorney or specific delegation letter (a copy of which Power of Attorney or letter* must be attached).
- d. **For a Limited Liability Company ("L.L.C.")** identified in the Bond as the Principal, the signature of the following will be acceptable:
1. If the L.L.C. is established under Washington State Law and one or more "Manager(s)" have been designated for such entity in the Certificate of Formation filed with the Secretary of State pursuant to RCW 25.15.070, the L.L.C.'s Manager or Managers (in which case a copy of the Certificate of Formation must be attached); or
 2. If the L.L.C. is established under Washington State Law and no person has been designated as the "manager" for such entity in the Certificate of Formation filed with the Secretary of State pursuant to RCW 25.15.070, then any of the L.L.C.'s members (unless the Certification of Formation indicates otherwise, a copy of which Certificate must be attached); or
 3. A person authorized by Power of Attorney from the L.L.C.'s Manager or a member (a copy of the Power of Attorney* must be attached)

7. The Bond must be signed by an agent of the surety company. A currently dated Power of Attorney* for the agent must be attached.
8. The name and title of the person signing for the principal and surety must be legibly printed or typed adjacent to the signature of each such person.

*** SPECIAL INSTRUCTIONS REGARDING SUPPLEMENTARY DOCUMENTATION REQUIRED FOR BOND COMPLETION:**

Any supplementary material required to be submitted with a Bond, including but not limited to (a) a copy of a Power of Attorney; (b) excerpt from corporate Articles of Incorporation, By Laws or Resolution; (c) letter delegating signature authority; or (d) L.L.C. Certificate of Formation, must be attached to an acknowledged (notarized) certificate stating that such material is a true and correct copy of the document that it purports to be, that such material has not been changed in any material respect and that it is currently in full force and effect. Such acknowledgment and certification must have been signed contemporaneously with the Bond. a person authorized by a provision in the Corporate Articles of Incorporation, a By-Law, or Resolution of the Board of Directors (a copy of the pertinent Corporate Article of Incorporation, By-Law or Resolution* must be attached); or

5. a person to whom signature authority has been delegated by the corporation's president or a corporate vice president through a specific delegation letter (a copy of which must be attached*).
- b. **For a partnership** identified in the Bond as the Principal, the signature of one of the following will be acceptable:
1. the managing general partner, or
 2. any general (not a limited) partner, or
 3. a person to whom signature authority has been delegated by a general partner through a Power of Attorney or specific delegation letter (a copy of which Power of Attorney or letter* must be attached).
- c. **For a sole proprietorship** identified in the Bond as the Principal, the Bond must be signed as follows:
1. If the proprietor (owner) is married but owns the business as his/her separate property, or if not married, by the signature of just that one person; or
 2. If the proprietor (owner) is married and does not own the business as his/her separate property, by the signature of both the husband and wife; or

3. a person to whom signature authority has been delegated by the proprietor through a Power of Attorney or specific delegation letter (a copy of which Power of Attorney or letter* must be attached).
- d. **For a Limited Liability Company (“L.L.C.”)** identified in the Bond as the Principal, the signature of the following will be acceptable:
1. If the L.L.C. is established under Washington State Law and one or more “Manager(s)” have been designated for such entity in the Certificate of Formation filed with the Secretary of State pursuant to RCW 25.15.070, the L.L.C.’s Manager or Managers (in which case a copy of the Certificate of Formation must be attached); or
 2. If the L.L.C. is established under Washington State Law and no person has been designated as the “manager” for such entity in the Certificate of Formation filed with the Secretary of State pursuant to RCW 25.15.070, then any of the L.L.C.’s members (unless the Certification of Formation indicates otherwise, a copy of which Certificate must be attached); or
 3. A person authorized by Power of Attorney from the L.L.C.’s Manager or a member (a copy of the Power of Attorney* must be attached)
8. The Bond must be signed by an agent of the surety company. A currently dated Power of Attorney* for the agent must be attached.
 9. The name and title of the person signing for the principal and surety must be legibly printed or typed adjacent to the signature of each such person.

*** SPECIAL INSTRUCTIONS REGARDING SUPPLEMENTARY DOCUMENTATION REQUIRED FOR BOND COMPLETION:**

Any supplementary material required to be submitted with a Bond, including but not limited to (a) a copy of a Power of Attorney; (b) excerpt from corporate Articles of Incorporation, By Laws or Resolution; (c) letter delegating signature authority; or (d) L.L.C. Certificate of Formation, must be attached to an acknowledged (notarized) certificate stating that such material is a true and correct copy of the document that it purports to be, that such material has not been changed in any material respect and that it is currently in full force and effect. Such acknowledgment and certification must have been signed contemporaneously with the Bond.

D.3 PRINCIPAL IDENTIFICATION FORM

BIDDER/CONTRACTOR/BOND PRINCIPAL IDENTIFICATIONS:

LEGAL NAME: _____
(Print/type legal name of entity submitting bid, signing contract, identified as “principal” in bond.)

DOING BUSINESS AS (“d/b/a”) _____
(Print or type tradename or the name by which the above entity is commonly known or does business as a public works contractor or otherwise, if that name is different from the entity’s legal name)

THE ABOVE ENTITY IS A: (Check (✓) the appropriate box and otherwise complete the following)

☐ Sole proprietorship owned by _____
(If the owner (s) is/are married, specify the names of both spouses unless a separate property agreement provides for sole ownership.)

☐ Partnership organized under the laws of the State of _____ in which the general partner(s) are _____
(If one or more of the general partners is a corporation, complete the following for each partner)

☐ For-profit corporation organized under _____ State Law

☐ Not-for-profit corporation organized under _____ State Law

☐ Joint venture composed of _____
(If the joint venture includes a corporation or partnership, provide the information requested above, as appropriate, for each of the joint venture participants.)

☐ Limited Liability Company that is organized under the laws of the State of _____ and which the member(s) are _____ and the manager(s) are _____
(If any of the members is a corporation or partnership, complete the portion above for “corporation” or “partnership” for each such member, using additional pages if necessary)

THE ABOVE ENTITY OPERATES UNDER: (Fill in all that are applicable. If appropriate, insert “applied for”)

Wash. State Business License # _____
Wash. State Contractor Registration # _____
City of Seattle Business License # _____
